

HAJ COMMITTEE OF INDIA

(Statutory Body Constituted under the Act of Parliament No.35 of 2002)

Due to non-receipt of any Bid within the extended time period, the last date for submission of Tenders modified after Pre-Bid Meeting is extended upto 7th May, 2019 (1500 hours). The online Technical Bid shall be opened on 8th May, 2019 (1500 hours) and Financial Bid of the technically qualified bidders shall be opened on 9th May, 2019 (1500 hours) respectively.

Further details and modified Tender Documents are available online at website of Procurement Portal <http://eprocure.gov.in/eprocure/app>.



HAJ COMMITTEE OF INDIA

(Statutory Body Constituted under the Act of Parliament No.35 of 2002)

Corrigendum for Extension of Dates for Inviting e-Tender from

Reputed Architects Consultancy Services for Preparation of Detailed Project Report (DPR) & Detailed Estimates for carrying out various Civil, Electrical and Allied works for Furnishing of Auditorium.

The last date for receipt of bids on the subject cited above was extended due to no response from the prospective bidders. After conduct of Pre-Bid Meeting with the prospective Bidders and after taking their responses into consideration the modified e-Tender and the last date for submission of Technical Bid (online) and Financial Bid (online) is extended as per the following details :-

Particulars	Original prescribed Dates	Extended upto	Further Extended upto
Date of Publishing	21.02.2019		
Bid Document Download Start Date	15.00 hours on 21.02.2019		
Bid Submission Start Date (online)	10.00 hours on 22.03.2019		
Bid Submission End Date (online)	14.30 hours on 08.04.2019	14.30 hours on 24.04.2019	14.30 hours on 07.05.2019
Date of Technical Bid Opening (online)	15.00 hours on 09.04.2019	15.00 hours on 25.04.2019	15.00 hours on 08.05.2019
Date of Opening of Financial Bid of Technically Qualified Bidders (online)	15.00 hours on 10.04.2019	15.00 hours on 26.04.2019	15.00 hours on 09.05.2019

Original Bids Security of Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a Bank Guarantee in the prescribed format or Demand Draft in favour of HAJ COMMITTEE OF INDIA to be submitted by 14:30 Hrs. on 07/05/2019.

Original Tender Fee of Rs.5,000/- (Rupees Five Thousand only) in the form of a Demand Draft in favour of HAJ COMMITTEE OF INDIA to be submitted by 14:30 Hrs. on 07/05/2019.

Original Copy of Bid Security and Tender Fee is to be submitted at the Office of the Chief Executive Officer, Haj Committee of India, Bait-ul-Hujjaj (Haj House), 7-A, M.R.A. Marg (Palton Road, Mumbai-400 001 failing which the Bid shall be summarily rejected.

Manual Bids shall not be acceptable. The Bid is to be submitted online at website of Procurement Portal <http://eprocure.gov.in/eprocure/app>.

Chief Executive Officer,
Haj Committee of India,
Bait-ul-Hujjaj (Haj House),
7-A, M.R.A. Marg (Palton Road,
Mumbai – 400 001

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HAJ COMMITTEE OF INDIA

(Statutory Body Constituted under the Act of Parliament No.35 of 2002)

Subject: Consultancy Services for Procurement, Supply, Installation and Maintenance of various Equipments for furnishing of Auditorium at the Haj House Building, 7-A, M.R.A. Marg, Mumbai – 400 001.

1.0 Background:

The Foundation Stone of the Haj House Building was laid by the ex-President of India Late Shri Fakhruddin Ali Ahmad, on 2nd June, 1976. The actual construction work of the building comprising 18 floors started on 17th March, 1983 and completed in the month of December, 1985 in a record time of within 2 years. Mr. I.M. Kadri, the eminent Architect designed the edifice of the Haj House Building whereas M/s. Billimoria Construction Co. Ltd, was entrusted with the work of construction of the Haj House Building following codal formalities. The building was, however, actually occupied in the month of September, 1996 after removal of the Canteen Structure, which was causing hindrance and impediments for obtaining NOCs from MCGM. The NOC from Fire Brigade and OC (Occupation Certificate) from Building Proposal Department of MCGM have since been obtained.

Presently, there is a Function Hall available on the Ground Floor of Haj House Building, which is being used by the Minority Community for conduct of Wedding Functions. Around 250 functions are being organized annually and this Hall is generating good revenue, which is utilized in different ways for upkeep of entire Haj House Building. Besides, it is being used for various social functions. Haj Committee of India has been utilizing the said Hall for conduct of several Training Programmes including Training of Trainers & Khadim-ul-Hujjaj and other Developmental Activities for community, Conduct of Qurrah, Qur'anic Teachings, Haj Review Meetings etc. During Haj Season, the said Hall is utilized as Camp Office of Mumbai Embarkation Point. The hall in question is in great demand, especially from the Minority Community since being located at a prime spot. No such hall is available in Mumbai as well as in Central and Western Suburbs to cater to the increasing need and requirement of the Minority Community for conduct of social functions.

2.0 Objective:

The present tender is for inviting bids for Consultancy Services to prepare Detailed Project Report (DPR) and Detailed Estimates in consonance with the GFR and to facilitate Vendor management for procurement, supply, installation and maintenance of various Equipments and execution of works of furnishing of Auditorium of Haj House Building.

After selection, the Consultant shall visit Haj House Building and will inspect the site earmarked for Auditorium and recommend areas, quantum and extract of works to be undertaken, based on the observations made during the visit, along with the estimated cost of all items. The Consultant shall also recommend estimates and suggestions on the requirement of Comprehensive Annual Maintenance Contract for different equipment and training of local staff of Haj Committee of India, Mumbai. After finalization of the recommendations by Haj Committee of India, Consultant shall prepare with detailed technical specifications, a tender document for approval by Haj Committee of India. Thereafter bids shall be invited on behalf of Haj Committee of India. The Committee shall evaluate the proposals and submit recommendations for placement of purchase orders. The Consultant shall also be responsible for co-ordination between Haj Committee of India and selected suppliers to ensure smooth delivery of equipments, items and articles as per specifications for use in the Auditorium; for monitoring of installation and commissioning of the supplied equipment; training by the supplier to local staff in Haj Committee of India; and monitoring during comprehensive AMC period, if any. The Consultant must have a proven experience in Architecture, Structural Audit, Civil, Electrical, Mechanical and allied Construction works and consultancy services for supply of requisite equipments/ articles/materials as stipulated in eligibility requirements.

Part-II - Scope of Work for the Consultant

3.0 Terms of Reference:

The Consultant will have to provide consultancy services for preparation of Detailed Project Report (DPR) and Detailed Estimates (DE), requisite maps, designs and outlines etc.

3.1 Equipment Planning:

- i. Review Haj Committee of India's requirements and evolve suitable strategy providing various options of procurement for Haj Committee of India.
- ii. Undertake visits to the site and make assessment regarding availability of necessary infrastructure such as space, power supply etc. and availability of suitable manpower also.
- iii. Enlist the requirements (both major & minor).
- iv. Submit estimated expenditure in detail for all Material/Equipments in scope.

- v. Provide technical assistance and planning requirements like space planning, equipment movement and installation considerations in design, internal design conditions, Services, connections and Interior requirements to Haj Committee of India for the required Materials/Equipments.
- vi. Suggest Haj Committee of India on the requirements of Comprehensive Maintenance Contract (CMC) or Annual Maintenance Contract (AMC) of the Auditorium.

3.2 Procurement of various Material/Equipments:

- i. Work out the procurement schedule in line with Project schedule and requirements to enable Haj Committee of India understand the timelines by which the orders need to be finally placed.
- ii. In Pre-qualification of vendors.
- iii. Provide detailed and explicit specifications of all the materials and equipments as per the best practices in the industry in a form suitable for competitive tendering which shall be approved by Haj Committee of India.
- iv. Preparing tender Document for the approval of Haj Committee of India.
- v. Submitting Estimates for each tender containing Benchmark figures.
- vi. Assisting Haj Committee of India in pre-bid conferences and technical negotiations, if required, to provide appropriate information to prospective tenderer(s);
- vii. Holding short enquiry/tender openings, if requested, assisting in reviewing Short enquiry/tenders for conformity with the Project requirements.
- viii. Provide and update Technical comparative(s) during negotiation process and submit recommendations clearly highlighting the pros and cons and the reasons for selection of any specific vendor, equipment or technology including the total cost for each offer.
- ix. Supplementing and interpreting the submittals of Vendors and to assist Haj Committee of India in negotiations with Contractor(s);
- x. Preparing addenda in consultation with Haj Committee of India for Short enquiry/tender packages to advise Contractor(s) of information that was not originally included in the Technical Specifications, as necessary to enable them to prepare and submit Short enquiry/tenders and enter into Contracts.

- xi. Preparation and submission of draft Purchase Order (PO)/ Letter of Intent (LOI) to Haj Committee of India containing in elaboration all the critical parameters of the order.

3.3 Equipment Installation:

- i. The Consultant will examine the documents submitted by various suppliers for seeking Dispatch Clearance Certificate (DCC). Draft DCC would then be submitted to Haj Committee of India for issuance to the bidder;
- ii. Oversee the installation of the tendered equipment to culminate in certification that equipment/machinery has been commissioned satisfactorily;
- iii. Provide and ensure conformance to the specification mentioned in tender documents while the equipment/article is brought and installed/utilized at site;
- iv. Issue certificate of final testing & commissioning of the select equipment mentioned above;
- v. Ensure receipt of all documents, manuals, software, licenses from the vendors as stipulated in the tender scopes and hand-over the same to the authorities designated by Haj Committee of India;
- vi. Establish procedures for checking compliance with design and specification, monitor standard of workmanship, construction method and right procedural sequence in accordance with the procedure laid-down and adequacy of materials;
- vii. Ensure that the construction and installation are as per the design and intent
- viii. Provide experienced personnel to oversee installation & commissioning of the particular Equipment and to ensure that these personnel are available until satisfactory completion of the performance guarantee tests as per agreed parameters/Quality Assurance Plan;
- ix. Scrutinize various claims submitted by suppliers and submits recommendations to Haj Committee of India.
- x. Submit recommendation to Haj Committee of India regarding grant of Extension of Time (EOT) to suppliers.

3.4 Maintenance of the equipment:

The Consultant shall submit recommendation on the requirement of Comprehensive Maintenance Contract (CMC) or Annual Maintenance Contract (AMC) and the equipment which should be covered under CMC. Haj Committee of India's decision shall be final in this regard. The Consultant shall be responsible for coordination between HCOI authorities and equipment supplier during the warranty and CMC period. The Consultant would forward/endorse the bills to Haj Committee of India after ensuring that the suppliers are fulfilling all obligation stated in the Contract. Haj Committee of India may ask the Consultant to visit the site during Warranty and CMC period.

4.0 Deliverables:

4.1 Detailed Project Report: The Consultant shall visit the site. Based on the findings during the visit, the Consultant will suggest amendments in the proposed list of requirements. While suggesting the amendments, the Consultant shall take into account the infrastructure availability, equipment, maintainability etc. However, the decision of Haj Committee of India shall be final in this regard. The Consultant shall be ready/prepared to undertake the visit within 10 days from the date of signing of the Agreement and shall submit Detailed Project Report within 30 days from the date of his return from the above said visit. The report should also include a detailed bar chart showing completion time for all major activities of the procurement process. This bar chart on approval shall form part of the Contract.

4.2 Tendering: The Consultant will assist Haj Committee of India in calling tender(s) for procurement of the required material finalized by Haj Committee of India. Consultant shall prepare tender document, get it vetted by Haj Committee of India, assist Haj Committee of India in evaluation of Technical and Financial bids and award of work to successful supplier(s). The Consultant will have to submit draft tender document (for approval of Haj Committee of India) within 30 days from the date of approval of the Detailed Project Report by Haj Committee of India. The specifications of the draft tender document should be generic in nature.

4.3 Reports: The Consultant will submit fortnightly progress report to designated official(s) nominated by Haj Committee of India. The designated officer so nominated will also act as the counterpart to provide the necessary support to the Consultant. Haj Committee of India will have the right to depute its representative to ascertain the progress of work at site.

4.4 Supervision during Maintenance period: The Consultant shall co-ordinate between Haj Committee of India during the Comprehensive Maintenance Contract period as stipulated the tender document.

Part-III - Instructions to Bidders

5.0 Eligibility Requirements:

- i. The bidder shall be a Company or Firm in existence for the last 7 (seven) years [as on 31st January 2019] and have ample experience in Architecture, Structural Audit, Civil, Electrical and allied works since inception. The Company or Firm will provide proof of incorporation.
- ii. The bidder shall have to furnish the details about annual turnover of at least Rs.50,00,000/- (Rupees Fifty Lakhs) or more. Balance Sheets for the turnover mentioned in this clause shall not include business other than above. The bidder should not have incurred any loss in the past three years [2015-16, 2016-17 and 2017-18]. Annual financial statements to be uploaded for the last 3 years.
- iii. The bidder must have provided Consultancy Services to such projects in the past and possess requisite know-how about similar projects.
- iv. The bidder shall supply documentary evidence/verifiable reference (name, address, telephone number, website address and email ID) of the parties(s) enabling assessment of the performance with a certification from them or other evidence of the quality of work executed.
- v. The bidder should not have been previously blacklisted by any Government entity in India.

6.0 Contents of the Bid

The Consultant is expected to examine all instructions, terms & conditions and Statement of deliverables etc. in this tender document. Failure to furnish all information required or submission of a Bid not substantially responsive to the requirements of the tender in every respect will be at the Consultant's risk and may result in the rejection of the Bid.

7.0 Pre Bid Conference for queries on the tender Document

A Pre bid conference for queries and clarifications on the tender document will be held at **1500 Hrs on 22.04.2019** at the Office of the Chief Executive Officer, Haj Committee of India, Bait-ul-Hujjaj (Haj House), 7-A, M.R.A. Marg (Palton Road, Mumbai – 400 001. All prospective bidders/authorized representative of the bidders who have downloaded the tender document may attend the pre bid conference to get their queries and clarifications replied, if any. The bidder should depute senior level representative (s) who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders willing to visit the site, are requested to convey their contact details to Haj Committee of India so that necessary arrangements could be made. Details are to be conveyed through email to <http://eprocure.gov.in/eprocure/app>. Queries can also be conveyed in advance, though email, to Haj Committee of India prior to pre-bid conference.

8.0 Amendment of tender document:

At any time prior to the last date for submission of bids, Haj Committee of India, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant, modify the tender Document by an amendment. Also in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, Haj Committee of India may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the tender document. **The bid shall remain valid for 180 days from the date of bid opening.** However, in exceptional circumstances, Haj Committee of India may request the consent of the bidder for an extension to the period of bid validity.

9.0 Bid Security:

All the bids must be accompanied by a bid security of **Rs.5,00,000/-** (Rupees Five Lakhs only) in the form of a Demand Draft (DD) / Bank Guarantee (BG) drawn on any nationalized, scheduled bank payable at Mumbai, in favour of “**Chief Executive Officer, Haj Committee of India, Haj House, 7-A, M.R.A. Marg, Mumbai – 400 001**” payable at Mumbai, valid upto 45 days from the last date for bid submission. Proforma of Bank Guarantee for Bid Security is enclosed as Annexure-VI. The bid security of unsuccessful bidders shall be returned after opening of Financial Bids. Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids. Bid Security of successful bidder shall be returned after submission of Performance Guarantee as per clause-10.0. Physical copy to be submitted to the Office of the Chief Executive Officer, Haj Committee of India, Bait-ul-Hujjaj (Haj House), 7–A, M.R.A. Marg (Palton Road, Mumbai – 400 001, failing which the bid shall not be considered.

10.0 Performance Guarantee:

The successful bidder will be required to submit performance guarantee in the form of Fixed Deposit Receipt (FDR) /Bank Guarantee (Annexure-III) of an amount equivalent to 5% of the Consultancy Fee quoted by the Consultant calculated on the basis of the estimated cost of all the Bids within 10 days of issue of acceptance letter. The Performance Guarantee shall be valid upto the completion of all Civil, Electrical, Mechanical and allied works including all installations and removal of debris from the site/location. In any case it shall not be retained beyond 3 months from the date of completion of the project, after which it will be released. The Performance Guarantee shall be forfeited in case the successful bidder fails to provide the consultancy services to the satisfaction of Haj Committee of India. If the Consultancy Report and/or draft tender document are not submitted or the Consultant is not able to procure the requisite materials/services within the stipulated period, Haj Committee of India reserves the right to cancel the contract. In that case the Performance Guarantee shall be forfeited. If the PG is submitted in the form of Bank FDR, then no interest shall be payable to the bidder. The interest earned, if any, shall be deducted and FDR returned to the bidder after all contractual obligations.

11.0 Cost of Bid:

The Consultant shall bear all costs associated with the preparation and submission of their bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Haj Committee of India. Haj Committee of India will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12.0 Procedure for Submission of bid

- 12.1 The two bid system (Technical and Financial) shall be followed for this tender. In this system the bidder shall submit offer online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>.
Manual bids will not be accepted under any circumstances.
- 12.2 The bids shall be valid for a minimum of 180 days from the last date of submission of bids. A bid for a shorter period shall stand rejected.
- 12.3 The technical bids shall be opened on the appointed date at 1500 hrs. After scrutiny of technical bids, the Competent Authority shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids;
- 12.4 The Haj Committee of India reserves the right to reduce or increase the materials/equipments/services proposed to be procured;
- 12.5 All documents submitted shall be numbered and self-attested with the seal of the bidder;
- 12.6 The Consultancy Fee quoted in terms of percentage of cost of the project shall be firm and no discount, free services/offers quoted shall be considered. Statutory Taxes such as Service tax/GST. etc. would be paid extra as per actuals;
- 12.7 This tender is not transferable;
- 12.8 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened at the same time on the next working day;
- 12.9 Haj Committee of India reserves the right to reject one or all of the bids without assigning any reason;
- 12.10 The online bids (complete in all respects) must be uploaded online in two covers (Technical and Financial Bids) as explained below :
- 12.10.1 **Envelope No.1 "Technical Bid"**: The following documents are to be uploaded online in .pdf format

Sr. No.	Document	File Type
i.	Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs Only) (Scanned Copy) and Bank Details (Certified Copy)	.pdf
ii.	Proof of existence of Company / Firm in existence for the last 7 (Seven) years (as on 31 st January, 2019)	.pdf
iii.	Power of Attorney /General Power of Attorney or Authorization Certificate to the person singing the Bid Document on behalf of the bidder	.pdf
iv.	List of all Key officials with their credentials and complete contact details to be deputed on the project as per eligibility requirement	.pdf
v.	Turnover Certificate for FY 2015-16, 2016-17, 2017-18 duly certified by CA/CS	.pdf
vi.	Balance Sheets of last three years i.e. 2015-16, 2016-17, 2017-18 duly certified by CA/CS	.pdf
vii.	GST Registration Certificate/Details	.pdf
viii.	Details of past experience as defined under Eligibility Requirements	.pdf
ix.	Duly filled and signed Statement of Applicant/Bidder (Annexure-IV)	.pdf
x.	Duly filled and signed Bid-Form (Annexure-V)	.pdf
xi.	Self-attested certificate to the effect that bidder is neither blacklisted by any Government Department nor any criminal case is registered against the Bidder/Company or its Owners or Partners anywhere in India	.pdf
xii.	Any other information, documentary evidence in support of suitability of the offer	.pdf

- 12.10.2 Envelope No.2 "Financial Bid":** Consultancy Fee to be quoted in terms of percentage of total cost of all Civil, Electrical, Mechanical Works and Installations etc. in the prescribed Performa at Annexure-II with bidder's digital signature.
- 12.11** Bidders are advised to follow instructions provided in the '**Instruction to bidders for online tender**' specified at Annexure-VII of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;
- 12.12** All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline.**
- 12.13** Bidders not submitting any of the required documents online will be summarily rejected;
- 12.14** Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;
- 12.15** The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer;
- 12.16** Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;
- 12.17** The original hard copy of **Bid Security** of Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a Bank Guarantee in the prescribed format or Demand Draft / Pay Order in favour of "Chief Executive Officer, Haj Committee of India, Mumbai" **and** Tender Fee of Rs. 5,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft /Pay Order in favour of "Executive Officer, Haj Committee of India, Mumbai" are required to be submitted in a sealed envelope "superscribed" as "Tender Fee and Bid Security" in connection with tender for providing consultancy services for Procurement, Supply, Installation and Maintenance of Equipments etc. required for furnishing of Auditorium at the Haj House Building, located at 7-A, M.R.A. Marg (Palton Road), Mumbai – 400 001 latest by 1500 hrs on the last date of submission of bids viz. 08.04.2019 to the Office of the Executive Officer, Haj Committee of India, Haj House Building, located at 7-A, M.R.A. Marg (Palton Road),

Mumbai – 400 001, failing which the bid shall not be considered.

Important Dates are shown as under :-

Date of Publishing	21.02.2019.
Bid Document Download Start Date	15.00 hours on 21.02.2019
Bid Submission Start Date (online)	10.00 hours on 22.03.2019
Bid Submission End Date (online)	14.30 hours on 07.05.2019
Date of Technical Bid Opening (online)	15.00 hours on 08.05.2019
Date of Opening of Financial Bid of Technically Qualified Bidders	15:00 hours on 09.05.2019

13.0 Authorized Signatory : The Consultant as used in the tender shall mean the one who has signed the tender document forms. The Consultant should be duly Authorized Representative of the bidder, for which a certificate of authority is to be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Consultant / Consultancy Firm shall be annexed to the bid. Haj Committee of India may reject outright any bid not supported by adequate proof of the signatory's authority. The Consultant should indicate the contact details in the offer.

14.0 Opening and Evaluation of bids:

14.1 Online bids (complete in all respect) received along with Bid Security and Tender Fee in physical form by stipulated time will be opened as per timelines indicated in the tender document in presence of bidders representative, if available, in Conference Hall, Fifth Floor, Haj House, 7-A, M.R.A. Marg (Palton Road), Mumbai – 400 001.

14.2 Bid received without Bid Security and Tender Fee in Physical Forms will be rejected straightaway.

14.3 A duly constituted committee will evaluate eligibility criteria of bidders.

- 14.4** Technical bid of only those bidders, whose bids are declared eligible by the Bid Opening Committee, will be evaluated.
- 14.5** It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and subsequently financial bid will not be opened;
- 14.6** After scrutiny of technical bids, Haj Committee of India shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids (Preferably by e-mail)
- 14.7** The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect well before opening of the bid;
- 14.8** In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
- 14.9** Bids shall be summarily rejected, if not received online through Central Public Procurement Portal;
- 14.10** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the Bid Security submitted by the firm shall be forfeited;
- 14.11** Bids, complying with all the requirements mentioned under Clause 5 and Clause-12.0 of the tender document shall be treated as substantially responsive bids. Financial bids of all those bidders shall be opened who are found to be substantially responsive and work shall be awarded to the L-1 Consultant.
- 14.12** Consultant should quote their fee in prescribed proforma only. Quotes in other format may be rejected by Haj Committee of India.

15.0 Partial Offers

Bids offering consultancy for partial requirements would be summarily rejected.

16.0 Misrepresentation of facts:

If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge, Haj Committee of India shall have the right to reject the bids or terminate the contract, as the case may be, without any compensation to the bidder.

17.0 Confidentiality

The Consultant recognizes that as a result of the receipt of this tender and participation in this tender process, the team will have access to and / or utilize information which is confidential and proprietary.

For the purposes of the remainder of this document, the term “Confidential Information” shall include all types and varieties of data, information, facts or opinions, whether in written, verbal or electronically encoded forms, which are created, developed, received or utilised as a result of its involvement with this tender.

The Consultant agrees to hold all such Confidential Information in the highest trust and will not divulge, disclose, distribute, release, confirm or otherwise disseminate any such Confidential Information other than that which is required in the presentation of its bid, without the express written permission of the Haj Committee of India.

In the event that the Consultant has any questions regarding the application of this confidentiality / non-disclosure agreement, the Consultant agrees to consult with the Haj Committee of India in writing prior to divulging, disclosing, distributing, releasing, confirming or otherwise disseminating any such Confidential Information and to abide by the directions given.

The Consultant agrees to return all such Confidential Information to Haj Committee of India upon the completion of its involvement in the tendering process.

-END of PART III-

Part-IV – Payment Terms

18.0 Payment: Consultancy Fee would be paid to the Consultant as per the following milestones:

Sr. No.	Milestone	Payment	Remarks
1.	On acceptance of Detailed Project Report (DPR) by Haj Committee of India and submission of draft tender document.	30% of C. Fee	C. Fee = Estimated cost of the entire project as per $DPR * P / 100$ Σ P is the Consultancy Fee in percentage terms as approved by Haj Committee of India in response to this tender
2.	On submission of proof of commencement of work	30% of C. Fee	C. Fee = Tendered Cost of respective item of work $* P / 100$ Σ P is the Consultancy Fee in percentage terms as approved by Haj Committee of India in response to this tender. Σ Cumulative payment at this stage would be 60% of the C. Fee calculated on the basis of actual tendered cost of the project. Σ Payment made earlier on the basis of the estimated cost would be adjusted.
3.	On completion and commissioning of the Auditorium	40% of C. Fee	C. Fee = Tendered Cost of respective item of works $* P / 100$ Σ P is the Consultancy Fee in percentage terms as approved by Haj Committee of India in response to this tender. Σ Cumulative payment at this stage would be 100% of the C. Fee calculated on the basis of actual tendered cost of the project.

Note: No advance or pro-rata payment at any stage of the project shall be paid to the Consultant.

- 18.1** Publication of NIT in newspaper and posting on Haj Committee of India/CPPP website shall be done by Haj Committee of India. However, if Haj Committee of India directs Consultant to publish the NIT, charges for publication of NITs in newspapers shall be reimbursed as per actuals provided that such expenditure is incurred with the prior approval of Haj Committee of India.
- 18.2** TDS/GST as applicable shall be deducted from the invoices and Haj Committee of India shall issue the necessary certificates to this effect. In case Consultant submits the exemption certificate, then TDS/GST shall not be deducted.
- 18.3** All statutory taxes like Service Tax/GST, etc. shall be paid extra as per actuals. Statutory variation in taxes & duties and/ or imposition of any new tax/ duty after the effective date of contract shall be to Haj Committee of India's account. However, Consultant has to inform along with notification of changes in duties and taxes, if any, well in advance to the Haj Committee of India.
- 18.4** The Consultant shall be deemed to have inspected the Site and its surroundings and to have satisfied itself about all technical, commercial, social and general condition of and all circumstances affecting the Site and the Works, the form and nature of the Site, the extent and nature of the work and materials necessary for the carrying out and completion of the Works, the means of communication with and transportation and access to the Site, the accommodation it may require and in general all risks and contingencies influencing or affecting the Works. The Consultant shall not, except as expressly provided in this Contract, be entitled to any extension of the Completion Schedule or to any adjustment of the Contract Price on grounds of misinterpretation or misunderstanding of any such matter.
- 18.5** The agreed rates are inclusive of all incidental/miscellaneous expenses incurred in order to discharge the contractual obligations.

Part-V – Other Conditions

19.0 Liquidated Damages (LD) for Delays

The time allowed for carrying out the work as per the work order shall be strictly observed by the Consultant and shall be reckoned from the date on which acceptance of offer to commence work is given to the Consultant.

The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Consultant shall pay as **LD an amount equal to 0.5 % (one half percent) of the total value of Consultancy Fee** if it fails to undertake visit finalized by the Haj Committee of India; to submit Consultancy report within stipulated time period; to submit Draft tender document within stipulated time period; to invite bids on behalf of Haj Committee of India; and any other task(s) conveyed, in writing, by Haj Committee of India in respect of the procurement process. The entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 percent of the total Consultancy fee.

20.0 Force Majeure

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.0 Arbitration:

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, which cannot be settled amicably between

the parties within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such disputes or disagreement exists, shall be referred to be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force. The award made in pursuance thereof shall be binding on the parties. The arbitrator may from time to time with the consent of both the parties extend the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act 1996, and the rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The place of Arbitration shall be at Mumbai. The language to be used in the proceedings shall be English. Each party shall bear and pay its own cost of the proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

22.0 Ownership:

- i) Haj Committee of India shall acquire the sole and exclusive right to the use of any or all, documents, presentations, analysis, know-how achieved by the Consultant during the execution of this Contract.
- ii) Any and all parts like drawing, documents, presentations etc. furnished by the Haj Committee of India and processed by the Consultant or his Sub-Contractor shall at all times prior to, during and subsequent to Work execution manufacturing be and remain sole and exclusive property of the Purchaser/ Haj Committee of India.

23.0 Consultant's Code of Conduct

The Consultant:

- Σ Shall ensure compliance to all governmental norms local & international on Statutory Compliances such as, Environmental Protection, Minimum Wages, Child Labour, Anti Bribery, Corruption, Health & Safety etc.
- Σ Shall follow all environmental, Health & Safety and other operational policies of the Company or Firm while executing the work under this agreement/ contract at the Company or Firm's site.

- Σ Shall not take any recourse to any unethical behavior (implicit or explicit) with any employee of the Haj Committee of India for the purpose of obtaining any order or information that may result in a favorable financial impact more specifically:
- Σ Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No Consultant, or its representatives or employees, shall offer to any employee of Haj Committee of India a kickback, favour, gratuity, or anything of value to obtain favourable treatment or for advancement of business.
- Σ Shall not take any advantage of any family/social/ political connections in obtaining favour with regard to any order. Merit shall be the sole attribute for association with Haj Committee of India.
- Σ Shall not offer any gift or entertainment for the purpose of obtaining any order or any undue favour.
- Σ Shall forthwith report any unethical activity or discrimination if practiced by any Haj Committee of India employee/ other suppliers as per Haj Committee of India's Whistleblower Policy
- Σ Shall desist from any unfair trade practices with your competitors which are also associated with Haj Committee of India.
- Σ Shall protect/ not in-fringe with any Haj Committee of India intellectual property/ information/ technology which comes to your knowledge during the course of your relationship/ business dealings with Haj Committee of India.

24.0 Codes and Language to be used:

All technical services to be rendered under the Contract shall be executed in the manner set out in this Contract and in accordance with the best trade/ engineering practices judged by the Indian/International standards. Wherever the codes are not mentioned, best International Standards shall be followed with the approval of Haj Committee of India. Any deviation from standard shall need the approval in writing by Haj Committee of India, and in such matters, Haj Committee of India shall be the sole authority. The English language shall be the language to be used in all correspondence, instructions, drawings, specifications, catalogues, brochures, pamphlets, documents and any other data to be given.

25.0 Deployment of Manpower:

Consultant shall deploy the required manpower to carry-out the job as per organization chart provided and approved by Haj Committee of India.

Selection of manpower: The CVs of the personnel shall be submitted to the Haj Committee of India before their deployment at site and the Haj Committee of India shall review the same.

The detailed responsibilities of site staff and key personnel of Consultant are elaborated in the scope of work.

Haj Committee of India shall be entitled by notice to object to any representative or person employed by and/or any Sub-Consultant/Consultant in the execution of the project shall, in the opinion of Haj Committee of India, misconduct himself or herself or be incompetent or negligent, and Consultant shall remove such person from the works and appoint a suitable replacement or ensure that the relevant Consultant, sub Consultant does so.

26.0 Correspondence with Haj Committee of India:

Any contractual notice, report, certificate or other communication to be given to the Haj Committee of India shall be served by sending the same by electronic mail/facsimile transmission (with a confirmation copy by couriers or by hand delivery only in case of major issues relating to the order, viz. Notices of Tests, arbitration, making a claim, termination etc.) to, or by leaving the same at, the addresses as may be specified for that purpose in writing to the Consultant and upon obtaining proper receipt of the same.

27.0 Termination and Suspension:

27.1 Termination: If the Consultant:

- a) shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;

- b) has insolvency, receivership, reorganization or bankruptcy proceedings brought against him and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 30 (thirty) days of such commencement;
- c) has abandoned the Contract;
- d) despite previous warnings in writing from the Haj Committee of India, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
- e) offers or gives or agrees to give to any person in the Haj Committee of India's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for the Haj Committee of India;
- f) shall enter into a contract with the Haj Committee of India's employee in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to the Haj Committee of India;
- g) has failed to deliver the said Works of any or all jobs as per the Scope within the Completion Schedule; then the Haj Committee of India may, by notice to the Consultant and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the Consultant from any of his obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the Haj Committee of India. Upon such termination the Haj Committee of India may itself complete the Service or may employ any other Consultant to complete the job at the risk and cost of the Consultant.

27.2 Opportunity to Remedy

Haj Committee of India's right to terminate the Contract following the occurrence of the events or circumstances, as described above, shall be subject to the Haj Committee of India having first given the Consultant 30 (thirty) days prior notice of its intention to terminate the Contract, during which period the Consultant shall have failed to remedy or to take all reasonable steps to commence the remedy of the default.

27.3 Payment after Termination due to Consultant's Default

Haj Committee of India shall not be liable to make any further payments to the Consultant until the costs of execution and all other expenses incurred by the Haj Committee of India in completing the Services, and thereby the Facility, have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the Consultant as at the date of termination exceeds the total amount which would have been payable to the Consultant for the execution of the complete services, the Consultant shall upon demand, pay to the Haj Committee of India the amount of such excess. Any such excess shall be deemed a debt due by the Consultant to the Haj Committee of India and shall be recoverable accordingly.

If there is no such excess the Consultant shall be paid the value of the Services executed after adjusting the total of all payments received by the Consultant as on the date of termination

27.4 Termination without Consultant's Default

Haj Committee of India reserves the right to terminate the Contract at any time, without assigning any reason, by giving a notice of 1 (one) month. The Consultant shall stop the performance of the Contract from the date of termination and shall hand over all the drawings, documents and goods manufactured till date, including related rights, sanctions and approvals, to Haj Committee of India. Haj Committee of India shall pay to the Consultant the cost incurred by the Consultant till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination. No consequential damages shall be payable by the Haj Committee of India to the Consultant in the event of such termination.

27.5 Suspension:

- a) Haj Committee of India may suspend the work in whole or in part at any time by giving Consultant notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Consultant shall stop all such work, which the Haj Committee of India has directed to be suspended with immediate effect. The Consultant shall continue to perform other work in terms of the Contract, which the Haj Committee of India has not suspended. The Consultant shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- b) During suspension, the Consultant shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension.

27.6 Rights of Haj Committee of India after Termination:

The Haj Committee of India shall, on such termination of the Contract, have powers to :

- a) take possession of the Site and any material, Drawings, schemes, implements, stores etc. thereon; and / or
- b) carry out the incomplete Work by any means at the risk and cost of the Consultant.
- c) Any excess expenditure incurred or to be incurred by the Haj Committee of India in completing the Work or part of the Work or the loss or damages suffered by the Haj Committee of India as aforesaid after allowing necessary credits, shall be recovered from any money due to the Consultant on any account and if such money is not sufficient, the Consultant shall be called upon in writing to pay the same within 30 days.
- d) The Haj Committee of India shall not be liable to make any further payments to the Consultant until the costs of execution and all other expenses incurred by the Haj Committee of India in completing the Works have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the Consultant as at the date of termination exceeds the total amount, which would have been payable to the Consultant for the execution of the Works, the Consultant shall upon demand, pay to the Haj Committee of India the amount of such excess. Any such excess shall be deemed a debt due by the Consultant to the Haj Committee of India and shall be recoverable accordingly. If there is no such excess the Consultant shall be entitled to be paid the difference (if any) between the value of the Works ascertained and the total of all payments received by the Consultant as on the date of termination.

**Tentative List of Machinery/ Equipment Related to Supply Installation,
Maintenance and allied works of Haj House Auditorium Haj House
Mumbai.**

S. No.	Description	Quantity
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Note: The above-mentioned list is indicative and actual requirement would be decided by Haj Committee of India at the time of submission of Detailed Project Report prepared by the Consultant

Financial Bid Form

Subject: E-Tender for Consultancy Services for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai.

The undersigned Firm/Company, having read and examined in detail all terms and conditions of the tender document in respect of e-tender for Consultancy Support Services for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai, do hereby express their interest to undertake the works as specified in the tender document at the following Consultancy fee:

S. No.	Item Description	Consultancy fee in terms of percentage of the tendered cost of the Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai	
		(in figures)	in words
1	Consultancy Services for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai		

Note:

- a) All statutory taxes like service tax, etc. shall be paid extra as per actuals.
- b) In case of any discrepancy in price quoted in figures and words, the price quoted in words will be treated as final.
- c) Bidder quoting lowest percentage shall be the L-1 bidder.

Signature
Name
Designation
Company Seal
Date

Form of Performance guarantee / Bank guarantee bond

In consideration of Chief Executive Officer Haj Committee of India (HCoI) having offered to accept the terms and conditions of the proposed agreement betweenand..... (hereinafter called “the said contractor(s)” for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank) pay to the HCoI an amount not exceeding Rs (Rupees.....only) on demand by the HCoI.

2. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the HCoI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the HCoI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the HCoI under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the HCoI, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We further agree with the HCoI that the HCoI (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HCoI against the said contractor(s),

and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the HCoI or any indulgence by the HCoI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the HCoI in writing.

8. This Guarantee shall be valid up tounless extended on demand by the HCoI. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

(Indicate the name of the Bank)

STATEMENT OF APPLICANT

Subject: E-tender for Consultancy Support Services for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai.

1	Name of the bidder	
2	Address of Head Office Telephone Fax No. E-mail Address :	
3	Address of office in India	
4	Address for communication (if different)	
5	Legal Status	
6	Place & date of incorporation /establishment/ registration	
7	Total Number of permanent Employees	
8	Whether any part of the work is proposed to be sub contracted, if so, whether relevant details have been given in the offer	
9		

Place:

(Name & Signature of Authorized Representative)

Date:

Bid Form

**The Chief Executive Officer,
Haj Committee of India,
7-A M.R.A. Marg (Palton Road),
Mumbai-400 001.**

Subject: E-tender for Consultancy Support for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai

The undersigned Firm/Company, having read and examined in all details of the tender document for Consultancy Support for Procurement of Consultancy Services for Procurement, Supply, Installation and Maintenance of various Civil, Electric and Allied Works for furnishing of Auditorium at Haj House Mumbai.

Correspondence details:

1	Name of the bidder	
2	Address of Head Office	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	Mobile No. of the contact person	
8	E-mail of the contact person	
9	Fax No.(with STD code)	

Documents forming part of bid

We have enclosed the followings: -----

[Details to be provided by the bidder]

- 1.
- 2.

We hereby declare that our bid is made in good faith and the information is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully

(Signature of the bidder / authorized representative)

Name:
Designation:
Seal:

Date:
Place:

Witness:

Signature

Name

Address

.....

.....

Date

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No. -----

Ref:

To

**The Chief Executive Officer,
Haj Committee of India,
7-A M.R.A. Marg (Palton Road),
Mumbai-400 001.**

Dear Sirs,

Whereas the Chief Executive Officer Haj Committee of India (HCoI), having its office at 7-A M.R.A. Marg (Palton Road), Mumbai-400 001 (hereinafter called the HCoI) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the HCoI invited tender No.----- and M/s -----

- having Registered/head office at ----- (Hereinafter called the "Consultant" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted bid Reference No. ----- and Consultant having agree to furnish as a conditions precedent for participation in tender document as unconditional and irrevocable bank guarantee of Rs.-----

(Rupees ----- Only) for the due performance of Consultant's obligations as contained in the tender Document supplied by the HCoI specially the conditions that (a) Consultant shall keep his Bid open for a period of day i.e. from -----

----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the HCoI (b) the Consultant will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the HCoI within the required time. The Consultant has absolutely and unconditionally accepted these conditions. The HCoI and the Consultant have agreed that bids submitted by the Consultant is an offer made on the condition that the bid, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the HCoI for a period of

-----days i.e. from ----- to ----- or any, extension thereof and that submission of the Bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the bid as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by the HCoI. The consideration for this separate initial contract preceding the main contract is that the HCoI is not agreeable to sell the tender documents to the Consultant and to consider the bid to be made except on the condition that the bid shall be kept open for the period indicated above and the Consultant desires to submit a bid on this condition after entering into this separate initial contract with the HCoI promises to consider the bid on this condition and Consultant agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs.------(Rupees----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Consultant and any such demand made by the HCoI on the bank shall be conclusive and binding notwithstanding any difference between the HCoI and the Consultant or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the HCoI in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Consultant and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the HCoI at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Consultant.

4. The bank further agree that as between the bank and the HCoI, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Document as referred above given to the bank by the HCoI shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the HCoI or that of the Consultant. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the HCoI that the HCoI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time

to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the HCoI or any indulgence shown by the HCoI to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees ----- only) in aggregate and it shall remain in full force upto -----(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s ----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before ----- (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the HCoI under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the HCoI under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Consultant furnished to the HCoI a bank guarantee for requisite amount towards Performance Guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the HCoI by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the HCoI under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this ----- day of at ----- of ----- at ----- of ----- (month & year).

Signature

(Full name in capital Letters)
Designation with bank stamp

Witness No.1

Signature

(Full name and address in capital letters)

Witness No.2

Attorney as per power of attorney

No -----

Date -----

Signature

(Full name and address in capital letters)

Instruction to bidders for online bidding**1. Instructions for Online Bid Submission:**

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 CPP Portal.

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

2. REGISTRATION

i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique user-name and assign a password for their accounts.

iii. 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.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

v. 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.

vi. Bidder then logs in to the site through the secured log-in by entering their user ID / pass-word and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

i. 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, 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 Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

ii. 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.

iii. 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.

4. PREPARATION OF BIDS

i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii. Please go through the tender advertisement and 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.

iii. 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.

iv. 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 up-loaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii. Bidder has to select the payment option as “offline” to pay the tender fee and Bid Security applicable and enter details of the instrument.

iv. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Other-wise the uploaded bid will be rejected.

- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are requested to submit their Financial Bid as per Annexure-II.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Over-all, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Sub-mission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender

or the relevant contact person indicated in the tender.

- ii. 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 contact number for the helpdesk is 1800 3070 2232.
