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GST CONCESSION	TU/V/RG-CDE(219)/2019 Dated 16.05.2019 valid up to 23.08.2023 (Ministry of Science & Technology, Department of Scientific & Industrial Research, Technology Bhavan, New Mehrauli Road, New Delhi)	

NIT NO. : HNBGU/ET/2022/23

Dated: 03-09-2022

**E-TENDER DOCUMENT
FOR
“Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of
HNBGU”**

Last Date & Time of Submission of Bid	Up to 14:00 Hrs on 26/09/2022	
Date & Time of Online Opening of Bids	Technical Bid	Price Bid
	15:30 Hrs on 26/09/2022	16:30 Hrs on 26/09/2022

(https://mhrd.euniwizarde.com or www.hnbggu.ac.in)

Total No. of Pages -29

(REGISTRAR)

(EXECUTIVE ENGINEER)

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**HEMVATI NANDAN BAHUGUNA GARHWAL UNIVERSITY
SRINAGAR GARHWAL, UTTARAKHAND**

E- Tender Enquiry (ETE)

NIT NO. : HNBGU/ET/2022/ 23

Dated: 03-09-2022

Name of Work:- **Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU**

Online open Percentage Rate Bids/ Tenders in Two Bid system (1.Technical 2. Financial) are invited from reputed contractors of appropriate class & category registered with CPWD, State PWD, MES, Railway, Const. and Maint. Deptt. of HNBGU working contractors having experience of working in Central/ State Government, Public Sector undertaking/ Autonomous Organization of the Central/ State Government for "Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU". Kindly submit your bid / tender giving lowest Percentage Rate along with terms and conditions through online mode only on e-Procurement portal <https://mhrd.euniwizarde.com> on or before **26.09.2022**. The tender forms and other details can be obtained from the websites <https://mhrd.euniwizarde.com> or www.hnbg.ac.in

NAME OF WORK	“Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU”	
TENTATIVE ESTIMATED COST	Rs. 29,94,858.00	
EARNEST MONEY DEPOSIT (EMD)	Rs. 60,000.00	
Pre Bid Meeting Date	Not Required	
Tender Type (Open/ Limited/EOI/Auction/Single)	Open online	
Tender Category (Services/Goods/Works)	Works	
Product Category: (Civil Works/Electrical Works)	Civil Work (Post Anti termite work)	
TENDER PROCESSING FEES	As per e-Procurement portal https://mhrd.euniwizarde.com directions (Non refundable)	
COMPLETION PERIOD	90 days from the date of issue of work order	
Last date & time of online submission of bid, online EMD and other documents as specified in the bid document	Up to 14:00 Hrs on 26 /09/2022	
Date & Time of Online Opening of Bids	Technical Bid	Price Bid
	15:30 Hrs on 26/09/2022	16.30 Hrs on 26-09-2022 or Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)
Validity of tender	90 days from the date of opening of financial bids	
Performance Guarantee	5% of tender cost	
Security deposit	5% will be recovered from the bills up to maintenance/ defect liability period. Security can be deposited in the form of TDR pledged in fever of Finance Officer, HNBGU.	
Defect Liability Period/ maintenance period	05 year after completion of work	
The tender forms and other details can be downloaded from the websites https://mhrd.euniwizarde.com or www.hnbg.ac.in		

(REGISTRAR)

HNBGU/ET/2022/23

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Eligibility Criteria for Technical bid

Only those bidders, who are Registered Sole Proprietor /Partnership firm or Company and meet the following conditions, can participate in the tender.

Following Certificates must be scanned and uploaded:

1. Self attested Documentary proof of registration of Sole Proprietorship /Partnership firm.
(The bidder's firm must be a registered Sole Proprietorship/Partnership firm).
2. Registration certificate with CPWD, State PWD, MES, Railway, Construction and Maintenance Department of HNBGU as the case may be (Registration certificate shall be valid at the time of opening of tender).
3. Registration certificate with Employees Provident Fund Organization (EPFO).
4. Self attested Documentary proof of **GST** Certificate.
(The bidders must have a valid GST No. to participate in the tender.)
5. Self attested Documentary proof of PAN **Card**.
6. Online EMD of Rs. **60,000.00** must be deposited by the Bidder.
7. Experience of having successfully completed similar work individually costing not less than as stated below during the last 5 years ending previous day of last date of submission of bids. (as per enclosed format)

i. **Three similar works, each of value not less than 40% (Rs. 12,00,000.00) of the estimated cost,**

OR

ii. **Two similar works, each of value not less than 60% (Rs. 18,00,000.00) of the estimated cost,**

OR

iii. **One similar works of value not less than 80% (Rs. 24,00,000.00) of the estimated cost.**

Completion certificate issued by Competent Authority will only be considered. Competent Authority means officer of not below the Rank of Executive Engineer/ Equivalent would be acceptable.

Similar works mean: - Anti termite treatment works.

8. An undertaking by bidder of the effect that he/she has not been "Blacklisted/Debarred by any agency/department". (as per enclosed format).
9. **Declaration regarding acceptance to terms and condition of the tender**(as per enclosed format)
10. An undertaking by the bidder that his/her any near relative **is/are** employed **in Construction and Maintenance department of HNBGU or employed as "A" class officer of H.N.B. Garhwal University.** A copy of declaration by the tenderer/ Bidders/contractor regarding acceptance to Terms & Condition of the Tender. (as per enclosed format).

All above documents/ details are mandatory without which tender will not be considered.

Check List /Mandatory documents to be uploaded

Note: The Technical Bid shall be instantly rejected if the following documents are not scanned and uploaded online.

S.No.	Particulars	Yes/No
1.	Online payment of Rs.60,000,00.00 (Rs. Sixty Lakhs Only) as EMD/ Bid Security/ Security Deposit.	
2.	A copy of Registration certificate with CPWD, State PWD, MES, Railway, Construction and Maintenance Department of HNBGU as the case may be	
3.	A copy of Registration certificate with Employees Provident Fund Organization (EPFO)	
4.	A copy of experience certificate of having successfully completed similar works (in prescribed format)	
5.	A copy of GST and PAN Card	
6.	An undertaking by bidder of the effect that he/she has not been "Blacklisted/Debarred by any agency/department". (in prescribed format).	
7.	An undertaking by the bidders that his near relative is not in service of H.N.B. Garhwal University Srinagar Garhwal Utrkhand. tender (in prescribed format)	
8.	A copy of declaration by the Bidder regarding acceptance to Terms & Conditions of the Tender. tender (in prescribed format)	
9.	Bidder Profile /Mandate Form with enclosures tender (in prescribed format)	

DECLARATION REGARDING BLACKLISTING / DEBARRING

I/ We Director(s)/Authorized Signatory of of M/S hereby declare that the firm/bidder has not been blacklisted or debarred in the past by H.N.B.Garhwal University Srinagar Garhwal or any other Government Department/Organization.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by H.N.B.Garhwal University, and EMD shall be forfeited. In addition to the above, H.N.B.Garhwal University, will not be responsible to pay the bills for any completed/ partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

PERFORMA FOR NO NEAR RELATIVE(S) OF THE BIDDER/ CONTRACTOR WORKING IN
HEMVATI NANDANBAHUGUNA GARHWAL UNIVERSITY SRINAGARA ARHWAL

I/We, HNBGU / Director/Authorized Signatory of the Bidder/company M/s

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Construction and Maintenance department of HNBGU or employed as “A” class officer of H.N.B. Garhwal University.

In case at any stage, it is found that the information given by me is false/incorrect, H.N.B.Garhwal University, Srinagar Garhwal shall have the absolute right to cancelled the Tender agreement and forfeit the earnest money/security deposit. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

SIGNATURE OF THE BIDDER WITH SEAL

Work Experience

Working experience of similar nature of works with Govt. Offices/ Semi-Govt./ State Govt./ IITs/ PSUs / Autonomous Organization of the Central/State Government / PSUs. (Proof of **work executed to be enclosed)**

S.No.	Description of work	Date of Start	Date of Completion	Address/ Location/Name of the Client	Value of work completed done

Bidders/ Contractors Profile Form

Sl. No	Item	Detail		
01	Contractors Name			
02	Place of Registration and Registration No – (Registered with CPWD, State PWD, MES, Railway, Const. & Maint. Deptt. of HNBGU) (Enclose self attested copy)			
03	Year for Establishment of Firm			
04	Full Postal Address			
05	E-mail address		Website address	
06	Contact Person's Name		Contact No	
07	GST No (Enclose self attested copy)		PAN (Enclose self attested copy)	
08	Constitution of legal status of Bidder (In case of firm) (Attach self attested copy)			
09	Registration as contractor in Govt. organization (Enclose self attested copy)			
10	Registration certificate with EPFO(Enclose self attested copy)			
<p>Note: Bidder must print GST No., Pan No. and Current Bank Account No with IFSC code etc. on their Letter Head / Bill / Quotations.</p>				

Mandate Form

Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement (RTGS) Facility for Receiving Payments

Details of Account Holder:

1.	Bidder-Firm/Contractor	
2.	Name of Accounts Holder	
3.	Complete Contact Address	
4.	Telephone Number / Mobile Number	
5.	E-mail	

Bank Accounts Details:

1.	Name of the Bank	
2.	Branch Name with Complete Address	
3.	Telephone Number and E-mail of Bank Branch	
4.	Whether the Branch is computerized?	
5.	Whether the Branch is RTGS enabled? If yes, then what is the Branch's IFSC Code?	
6.	Is the Branch also NEFT enabled	
7.	Type of Bank Account (SB/Current/Cash Credit)	
8.	MICR Code of Bank	
9.	Complete Bank Account Number	
10.	Repeat Bank Account Number	

Note: All the information mentioned above is to be filled in online only.

DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS
OF THE TENDER

(On the Letter Head of the Firm/Agency)

To :

The Registrar
Hamwati Nandan Bahuguna
Garhwal University Srinagar
Garhwal, Uttrakhand

Regarding: Acceptance of Terms and Conditions

- A. I/We, Owner / Director/authorized signatory of the Company/Firm M/s___, is competent to sign this declaration and execute this tender document.
- B. I have carefully read understood and accepted all the terms and conditions of the tender and undertake to abide by them.
- C. The information/documents furnished along with the above application are authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person:

Place:

Name:

Seal :

Note: Scanned copy of this document is to be uploaded along with other enclosures.

LIST OF APPROVED MAKES/AGENCY OF MATERIALS

The following guidelines are to be noted with regard to use of materials in the work.

1. The CONTRACTOR shall be required to use material of the make given in the list of approved make or specifically mentioned in the Bill of Quantities. EMPLOYER is free to demand the CONTRACTOR to use any particular make from the approved list of items.
2. However in case of non availability of any item as per the list of approved make CONTRACTOR shall use alternative item of ISI make with prior written permission from the ENGINEER-IN-CHARGE.
3. Wherever, material bearing Standard Mark (ISI) are used in the work, the Contractor **may ask to** furnish necessary documents and proof of payments made for the procurement of materials bearing Standard Mark (ISI).
4. In case it is established that Standard material (bearing ISI mark) as well as the materials indicated in the list (as mentioned in the above para) are not available in the market, then approved equivalent materials may be used in the work subject to approval from the Engineer-in-charge.
5. For materials bearing "Standard Mark (ISI)" ordinarily no testing is to be done. However, in case of doubt or with a view to check the quality of materials, ENGINEER-in-charge may send samples for random testing.
6. For use of materials other than materials bearing "Standard Mark (ISI)" Mandatory tests shall be conducted at the frequency specified in the contract. In case frequency of testing is not stipulated in the contract then standard specification (CPWD, ISI etc.) may be considered for frequency at which materials are to be tested.
7. Before bulk purchase of quantities of materials, it is the responsibility of the Contractor to get the samples of materials approved from Engineer-in-charge

S.No	Material	Preferred make
1.	(i) Ordinary Portland Cement/Portland Pozzolona Cement.	Ambuja cement, ACC, Birla, Ultratech, Binani, J.K. cement, Jaypee cement any similar brand approved by the IITR & confirming to IS – 8112 (43 - grade) and IS – 12269 (53 - grade) with latest amendment.
	(ii) White Cement	Birla White, J.K.White.
2.	Chlorpyriphos/ Lindane E.C. 20% with 1% concentration	1. India Pesticides Ltd. 2. Tata Chemicals(Tafaban.chlorax 20 tc) 3. Durmet TC chlorpyriphos 20% E.C (FMC) Sri Velavan Traders Private limited

1. All the materials shall be tested for quality as per the relevant site by the contractor at his own cost. Details of tests shall be provided in the agreement.
2. The consumption of cement shall be calculated as per CPWD/DSR norms.
3. In case of Non availability of prescribed board as stated above approval of equivalent good brand can be considered for approval by HNBGU but only under unavoidable circumstances.

General Rules & Directions for Bidders

1. Tender application/ document can be seen and downloaded from University **website:** www.hnbggu.ac.in
2. The interested bidder must read all terms and conditions of HNBGU carefully. He/ She should only submit the bid if he/she considers himself/ herself eligible and is in possession of all the documents required.
3. Information and Instructions for bidders shall form a part of bid documents. Information and Instructions can be seen and downloaded from website <https://mhrd.euniwizarde.com> or www.hnbggu.ac.in
4. Tender should be submitted through online mode only at e-Procurement portal <https://mhrd.euniwizarde.com> along with all the supporting documents. For details of online submission process refer to bidder manuals on e-Procurement portal. Bidders are advised to go through Instructions to bidder for e-tendering before submitting tender online. Manual submission of tender is not permitted and bids submitted manually will be rejected.
5. The bidders are advised to get themselves registered on the e-Procurement portal at least a week before the scheduled date and time of bid submission. This will help the new bidders/vendors to get familiar with the e-Procurement portal. The bidders must arrange computers/laptop, high speed internet and other equipment etc. required for bid submission at their own. For more details visit <http://mhrd.euniwizarde.com>
6. Bidders are advised to inspect and examine the site and satisfy themselves before submitting their tender as to the nature of the site, the means of access to the site, the accommodation they may require and about the desired requirement of work. Also, obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding otherwise shall be allowed.
The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done.
7. The bid can be submitted only after submission of Processing fee and **EMD of Sixty Thousand** through available modes of payment on the e-Procurement portal. Refer to the instructions to the bidders and bidder manuals for more details.
8. Firms, which are not registered on the website <https://mhrd.euniwizarde.com>, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
9. The intending bidder must have valid **class-III digital signature** to submit the bid.

10. On opening date, the bidder can login and see the bid opening process. After opening of bids, he/she will receive the competitor bid sheets.
11. Copy of documents of eligibility as specified in the bid document in the form of JPG format and PDF format shall be scanned and uploaded to the e-tendering website within the period of bid submission.
12. Online Financial bid documents submitted by intending bidders shall be opened only for those bidders, whose EMD is deposited and other documents are scanned and uploaded and found in order.
13. The bidders should quote **their lowest rates** based upon the Terms and Conditions forming part of their tender document. The quoted rates as per **Financial Bid** shall include **all taxes** i.e. GST and Labour cess etc. Order will be placed to the successful bidder (quoting lowest rates) out of the eligible bidders.
14. The Earnest Money Deposit (EMD) of bidders, whose rates are not approved, will be returned within **30 days** after finalization of the tenders.
15. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
16. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period 07 days from the date of issue of letter from HNBGU. This guarantee shall be in the form of Deposit at call receipt of any scheduled Bank/Banker's cheque of any scheduled Bank/Demand Draft of any scheduled bank/pay order of any scheduled Bank on prescribed format by University. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. On the application by contractor, PG will be released within **30 days** after completion of work.
17. The Earnest Money Deposit (EMD) of bidders, whose rates are approved, will be returned within **30 days** after deposition of Performance Guarantee.
18. Opening of Financial Bids: The University authority will make a decision on those bids qualified after the Technical evaluation.
19. Criteria for Bid Evaluation: The contract will be awarded to the bidder who will have the lowest rates.
20. Acceptance/Non-acceptance of bids: The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
21. The University Authority reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.
22. Tenders shall be kept valid for at least a period of 90 (Ninety) days from the date of opening.
23. Successful Bidder will have to sign the contract **within 7 (seven) working** days from the date of issue of work order by HNBGU.
24. **An amount equal to 5 % shall be deducted as security money from the Running/ Final bill of the contractor and shall be retained up to defect liability period/ maintenance period and that may be release after completion of successful defect liability period, which is 05 year in this case. No interest will be paid on the amount of the security deposit deducted from the bills. Security can be deposited in the form of TDR pledged in favor of Finance Officer, HNBGU.**
25. The quoted rate should be valid till end of agreement period / Financial Year.
26. In case, the Bidder/ firm fail to comply the terms & conditions, the University may terminate the contract without assigning any reason.

27. All suits shall be in the courts of **Pauri Jurisdiction** only.
28. The successful bidder will be liable to complete the work of **“Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU”** within a period of 90 days of getting the order. If the successful bidder does not start the work in time or stops the **work** midway or leaves the work altogether, his/her EMD/PG will be forfeited and the University shall have the right to cancel the order.
29. At any time prior to the deadline for submission of bids, the University may, if necessary, modify the tender document by a written amendment. All prospective Tenders will be notified of the amendment which will be binding to all the bidders. The amendments will be notified on the websites, <https://mhrd.euniwizarde.com> or www.hnbg.ac.in.
30. The rates of items shall be filled online only. Scanned copy of this document is not to be attached along with other enclosures.
31. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

GENERAL CONDITION OF CONTRACT (GCC)

Other important conditions:-

1. **The time allowed** for carrying out the work will be **90 (Ninety) days** from the date of order.
2. The site for the work is available and ready for commencement of the task.
3. The contractor whose tender is accepted will be required to furnish **performance guarantee of 5%** (Five percentages) of the tendered amount within the period 07 days from the date of issue of letter from HNBGU. This guarantee shall be in the form of Deposit at call receipt of any scheduled Bank/Banker's cheque of any scheduled Bank/Demand Draft of any scheduled bank/pay order of any scheduled Bank on prescribed format by University. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that.
4. In case the contractor fails to deposit the said performance guarantee within the period mentioned in letter including the extended period if any, the Money deposited by the contractor as earnest money shall be forfeited automatically without any notice to the contractor.
5. The University through Registrar does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all of the tenders received without assigning any reason. The tenders which do not fulfill any of the prescribed conditions or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
6. The University through Registrar reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same on the quoted rate.
7. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
8. An agreement with the successful tenderer shall be entered into by HNBGU as per general rule direction and general condition of contract.
9. The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender.
10. This Notice Inviting Tender with **all other documents of tender** shall form a part of the contract.
11. The line plan and other details of work is a mere guide and final payment shall be done on the basis of actual work done.

12. TENDER RATES:-

The rates offered by tenderer must include the cost of transportation of material to the site, all taxes such as GST and Octroi etc. complete **in all respect** for which the items of work is intended to be operated. The rates shall be inclusive of all lead, lift and scaffolding etc. complete in all respect. No extra payment shall be made except specified in the item. **Concentrated chemical in sealed containers shall be measured in litres. Chemicals of different types and concentration shall be measured separately.**

13. SPECIFICATION OF WORK:

All the material shall be used of good and approved quality (BWF certified) only. Sub-standard work and material in any case shall not be accepted and all the necessary removal/re-doing shall be done by the contractor at his own.

CPWD specification, rules and conditions, issued from time to time will be followed.

14. COMMENCEMENT OF WORK:

The Contractor shall commence the work on site within 3-7 days from the date of receipt of work order/ Letter of Intent.

15. EMPLOY OF LABOUR ACT & SAFETY CODE

The contractor shall fully responsible to comply with the directions as per labour act.

The contractor shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the HNBGU or any other authority.

16. INCOME TAX AND OTHER TAXES:

Statutory deductions for Income tax, GST, labour cess and any other tax as per the applicability shall be made from the payment as per prevalent rate and rules in this regards.

17. DEFECTS LIABILITY PERIOD/ MAINTENANCE PERIOD:

Defect liability period shall be 60 month (05 year) after virtual completion of the task. The date of satisfactory completion certificate, issued by the In-charge of work/user shall be the VIRTUAL COMPLETION. Any defects/ termite problem developed within 'Defect Liability period' of 60 months will have to be rectified by the contractor by its own expenditure. The rectification of such defects shall be taken immediately on receipt of written notice from the Owner and such defects may extend 'liability period. In case of failure to do so the owner shall get the rectification work done by any other agency at the risk and cost of the contractor. Security Amount will be refunded after successfully completion of maintenance period.

18. LIFE CYCLE COST:

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding two months after issue of notice by Engineer- in- Charge.

19. SECURITY MONEY: An amount equal to 5 % shall be deducted as security money and shall be retained up to 60 month against defect liability/ maintenance period that may be release after completion of successful defect liability period without any interest. Security can be deposited in the form of TDR.

20. SUPPLY OF MATERIALS TOOLS AND PLANT:

The contractor shall arrange all the material/T&P etc. required for the work. Any damages caused during transit shall be borne by the contractor and nothing shall be paid on this account by the University. The damaged/substandard material shall not be used on the work.

21. PAYMENT:

The payment shall be made against the bill submitted by the contractor and verified by the engineer in-charge, based upon the joint measurement by the Contractor. Contractor shall submit 03 copies of the printed bill and 02 copies of the measurement sheets. Payment may be released within 15 days after submitting the printed bill to competent authority of Hemvati Nandan Bahuguna Garhwal University.

22. PENALTY AGAINST DELAY:

Entire work will be completed and handed over within stipulated period as mentioned in work order/ letter of intent. The University shall levy liquidated damages against the contractor at the rate of 1% of the total contract value per day week of delay, up to a maximum of 10 % of the total value of the work as penalty against delay.

23. EXTRA ITEMS:

The rates of extra item as decided by the competent authority of Hemvati Nandan Bahuguna Garhwal University as per the manner as above shall be binding to both the parties and shall not be subject to Arbitration. In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

24. WATER AND ELECTRICITY:

It is the responsibility of the contractor to arrange Water and Electricity for the work in his own cost. However if provided by the Hemvati Nandan Bahuguna Garhwal University, the actual uses charges of water and electricity shall be borne by the contractor.

25. SAFE STORAGE OR MATERIALS:

The contractor shall be responsible for the safe storage of material use in the work. Hemvati Nandan Bahuguna Garhwal University is not responsible for any damage or loss of the contractor's material bring for the work by him. The contractor shall bind to store the requisite materials at site as per the consumption norms of CPWD which will duly verified by the engineer I/c..

26. SITE TO BE KEPT CLEAR:

The debris shall be removed professionally and stacked, leveled and dressed in environmental friendly manner to a place as directed by the Engineer Encharge HNBGU.

27. COST OF SAMPLES:

The Contractor at his own cost shall supply all the samples of material to be used, whenever required and instructed. The final application of such material to be done only after approval of user/Engineer In -Charge is obtained.

28. QUALITY OF MATERIALS, WORKMANSHIP AND TESTS:

The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring, and testing any work or material and the quality, weight or quantity of any material used.

The decision of competent authority of HNB Garhwal University regarding the quality of the material and workmanship will be final and binding. The In-charge of work during the progress of the task has power to order in writing form time to time for removal of the sub-standard work and any material which in the opinion of In-charge of works is not in accordance with specifications or instructions. The replacement of inferior material and improper execution shall be re-executed by the contractor on his own cost.

The Contractor on the instruction of In-charge Hemvati Nandan Bahuguna Garhwal University immediately shall dismiss from work any person employed thereon by him, who in the opinion HNBGU unsuitable or incompetent. Such discharges shall not be the basis of any claim for compensation of damages against HNBGU or any of their officers or employee.

29. Force Majeure Shall mean and be limited to the following:

Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;

War / hostilities, revolution, acts of public enemies, blockage or embargo;

- a. Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
- b. Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
- c. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;

Any other circumstances beyond the control of the party affected;

The contractor shall intimate **Executive Engineer, HNBGU** by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order.

Completion period may be extended due to circumstances relating to Force Majeure by the **Executive Engineer, HNBGU**. Contractor shall not claim any further extension for completion of work. HNBGU shall not be liable to pay extra costs under any circumstances.

The contractor shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their Tender and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the contractor shall not be liable for delays in performing their obligations under this order and

the work dates can be extended to the contractor without being subject to price reduction for delayed deliverables, as stated elsewhere.

It will be prerogative of **Executive Engineer / H.N.B.Garhwal University Srinagar Garhwal Uttarakhand** to take the decision on force major conditions and HNBGU decision will be binding to the Bidder.

30. Bill:

No advance payment will be made for starting of the works. First and final payment will be released after completion of the work.

Note:- Completion of work means completion of each item of the work specified in work order issued by Hemvati Nandan Bahuguna Garhwal University to the complete satisfaction of user/ Engineer - In- charge.

31. Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

32. Drawing/Line Plan:

Drawing/ line plan details of work is mere guide only. The task to be done as per actual site conditions. Hemvati Nandan Bahuguna Garhwal University (a Central University) Srinagar Garhwal reserves all rights and authority to reject or accept any/all tenders or parts their-off without assigning any reason what- so- ever.

DECLARATION

I have read all the terms and conditions of tender document as above and I shall abide with these terms & conditions of the tender.

Signature of authorized person of tenderer/agency (.....)

Name of tenderer/agency.....

Stamp

Date:

BILL OF QUANTITIES/ SUMMARY OF COST

Name of Work : Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU

SI No.	Description of items	Qt.	Unit	Rate with 8% CI (in Rs.)	Amount (in Rs.)	DSR 2021 Item No.
1	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti termite treatment (excluding the cost of chemical emulsion) : Along the external wall as well as inner wall below concrete/ floor or masonry apron using chemical emulsion @ 2.25 litres per linear metre including drilling and plugging holes etc.: With Chlorpyrifos/ Lindane E.C. 20% with 1% concentration.	28848.00	Rmt.	48.276	1392666.00	2.35.2.1
2	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL antitermitetreatment (excluding the cost of chemical emulsion) Treatment of soil under existing floors using chemical emulsion @ one litreper hole, 300 mm apart including drilling 12 mm diameter holes and pluggingwith cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor: With Chlorpyrifos/ Lindane E.C. 20% with 1% concentration.	56.00	Sqmt.	276.642	15491.95	2.35.3.1
3	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL antitermitetreatment (excluding the cost of chemical emulsion) Treatment of existing masonry using chemical emulsion @ one litre per hole at300 mm interval including drilling holes at 45 degree and plugging them withcement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole :With Chlorpyrifos/Lindane E.C. 20% with 1% concentration.	56.00	Rmt.	38.61	2162.16	2.35.4.1
4	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL antitermitetreatment (excluding the cost of chemical emulsion) Treatment at points of contact of wood work by chemical emulsionChlorpyrifos/ Lindane (in oil or kerosene based solution) @ 0.5 litres perhole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mmcentre to centre and sealing the same.	149.00	Rmt.	278.154	41444.95	2.35.5
5	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyrifos/ Lindane emulsifiable concentrate of 20%with 1% concentration.	3311.36	lit.	466.00	1543092.83	M.R.
				G.Total Rs.	2994857.90	
				Say Rs.	2994858.00	

Financial Bid

Name of work:- Post Anti termite Treetment work in different Buildings at Srinagar and Chauras Campus of HNBGU

Name of the Contractor:

I hereby tender for the execution for **Post Antitermite Treetment work in different Buildings at Srinagar and Chauras Campus of HNBGU** for the work specified in the under written memorandum within the time specified in such memorandum at the rate specified in the **tender document** and in accordance in all respect with the specification ,designs drawings and instructions in written referred in rules.

Memorandum

01	General Descriptions of Work	As above
02	Estimated Cost of Work on DSR 2021including applicable cost index @8%	Rs 29,94,858.00
03	Time allowed for the completion of the work from the date of written orders	90 days
04	Earnest money	Rs. 60,000.00
05	Bill of quantity	As per Section "IX"
06	<p>We hereby agree to execute the work at % Below/Above/At par (0%) as per quoted rates.</p> <p>Nett offered Rates- Estimated cost- % Below/Above/At par (0%) as per quoted rates. = Rs..... (Rupees.....)</p>	
07	<p>I/We hereby further agreed to execute any variation and extra item (which is included in DSR-2021) and new items which is required to complete the work, shall be done on the same rates as quoted above. The extra items which are not included in DSR-2021 (specified as Non-schedule item) shall be paid as per the approval of Competent Authority.</p> <p>If this tender is accepted, I hereby agree to abide by and fulfilled all the terms and conditions and provisions of the contract annexed herewith and duly signed by me. In case of any default, Earnest Money submitted by me along with tender documents, the tender be forfeited and same may be paid to the account of Finance Officer, HNBGU Srinagar Garhwal Uttrakhand .</p>	

Note: The price of above mentioned items shall be filled online only. Scanned copy of this document is not to be attached/ uploaded along with other enclosures.

"FORMAT FOR AGGREMENT"

(On Judicial stamp paper of Rs. 100/-)

This agreement is entered between Registrar, Hemvati Nandan Bahuguna Garhwal University, Srinagar, Garhwal (HNBGU) and (Contractor) on dated-.....-2022 as below.

- 1- Agreement No.:-
- 2- Name of Work:- **Post Anti termite Treatment work in different Buildings at Srinagar and Chauras Campus of HNBGU**
- 3- Name of contractor:-
- 4- Estimated cost:- **Rs. 29,94,858.00**
- 5- Tender amount:- **Rs.**
- 6- Accepted tender cost: - **Rs.**
- 7- Performance guarantee:- **Rs. (Deposited amount- Rs.)**
- 8- Time allowed:- **90 days (Ninety)**
- 9- Date of start:-
- 10- Date of finish:-
- 11- General condition of contract:- **As enclosed in tender document.**
- 12- Specification and other condition of contract:- **As per list of Tender document and CPWD specification and work manual.**

I/We have read and examined the Tender documents for the work. I/We hereby submit bid for the execution of the work specified for the HNBGU within the time specified in NIT of quantities and in accordance with the specifications, designs, drawing and instructions in writing referred to the conditions of contract and with such materials as are provided for, by, and in respect of accordance with such conditions so far as applicable.

**Registrar,
HNBGU**

Contractor

Witness:-

Witness:-

1- Executive Engineer, HBGU

1- (if any)

FORM OF PERFORMANCE SECURITY (GUARANTEE)**(BANK GUARANTEE BOND)**

In consideration of the President of India (hereinafter called “the Government”) having offered to accept the terms and conditions of the proposed agreement between..... and (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 pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government.
2. We, (indicate the name of the bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed as 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 government 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, (indicate the name of the bank)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the government certified 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, (indicate the name of the bank)further agree with the Government that the Government 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 government 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 government or any indulgence by the Government 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. We, (indicate the name of the bank)lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

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

Dated: the..... day of

Seal & Signature with Name & Address

For ...(indicate the name of the bank) ...

Instructions for Online Bid Submission through MHRD e-Bidding Portal

The bidders are required to submit soft copies of their bids electronically on the e-bid Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://mhrd.euniwizarde.com>, preparing their bids by the requirements and submitting their bids online on the e-Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://mhrd.euniwizarde.com>

REGISTRATION

1. Bidders are required to enrol on the e-Procurement Portal (<https://mhrd.euniwizarde.com>) by clicking on the link “Online bidder Registration” on the e-bid Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. 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 DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on the portal.
8. For any Query contact to **helpdesk Number 011-49606060, Email: ewizardhelpdesk@gmail.com, University helps desk number – Er.V.N.Bahuguna - Nodal Officer, E- tendering- 9411109898.**

SEARCHING FOR BIDDING DOCUMENTS

9. There are various search options built-in in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work id, Title, Date, etc
10. Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee by net-banking / Debit / Credit card and then download the required documents/bid schedules, Bid documents etc as mentioned on the website. Once the processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is an addendum and corrigendum issued to the bidding document.

PREPARATION OF BIDS

11. Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids.
12. Please go through the bid advertisement and the bid 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 documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document/schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be

scanned with 100 dpi with the Colored option which helps in reducing the size of the scanned document.

14. 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 should use “My Documents” available to them to upload such documents.
15. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

SUBMISSION OF BIDS

16. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
18. Bidder has to select the payment option as “Online mode or Bank Guarantee” to pay the EMD as applicable and enter details of the instrument.
19. In the case of Bank Guarantee scanned copy of BG should be uploaded along with the bid. . The original Bank Guarantee shall be submitted to the office of the concerned official of Hemvati Nandan Bahuguna Garhwal University as per the schedule mentioned in the bid document. Non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of the bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid will be rejected.
20. *Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
21. The server time (which is displayed on the bidder’s 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.
22. 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. 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 opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
23. The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
24. Upon the successful and timely submission of the bid click “Complete”(i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary

will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

25. The bid summary has to be printed and kept as an acknowledgement of bid submission.

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in the Tender Documents. Submission of Bids only through the online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, H.N.B. Garhwal University Srinagar Garhwal has decided to use the <https://mhrd.euniwizarde.com> through Central Public Procurement Portal, Ministry of H.R.D., Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

a. Tender Bidding Methodology:

Through electronic tendering.

b. Broad outline of activities from Bidders perspective:

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on <https://mhrd.euniwizarde.com>
- (iii) Create Users and assign roles on <https://mhrd.euniwizarde.com>
- (iv) View Notice Inviting Tender (NIT) on <https://mhrd.euniwizarde.com> or www.hnbg.ac.in
- (v) Download Official Copy of Tender Documents from <https://mhrd.euniwizarde.com> or www.hnbg.ac.in
- (vi) Bid-Submission on <https://mhrd.euniwizarde.com>: Prepare & arrange all documents/paper for submission of bid online only.
- (vii) Utmost care may be taken to name the files/documents to be uploaded on <https://mhrd.euniwizarde.com>.
- (viii) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section-VII (Excel Format) shall be filled online only.

For participating in this tender online, the following instructions need to be read carefully.

c. Digital Certificates:

For the integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, each user must have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA).

d. Registration:

To use the MHRD Portal (<https://mhrd.euniwizarde.com>). The vendor needs to register on the portal. The vendor should visit the home page of the portal (<https://mhrd.euniwizarde.com>).

Note: Please contact Helpdesk (as given below), to get your registration accepted/activated.

e. Bid related Information for this Tender

The entire bid submission would be online on <https://mhrd.euniwizarde.com>. The broad outline of submissions area follows:

- i) Submission of Bid Security/Earnest Money Deposit (EMD)

Note: 1. The Bidder has to upload the Scanned/self-attested copy of all above mentioned original documents during Online Bid-Submission.

Note:2. Special Note on Security of Bids: The bid EMD/Bid Security/Security The deposit can be submitted online only. Through available modes of payment on the e-Procurement portal. Refer to the instructions for the bidders and bidder manuals for more details.

f. Other Instructions:-

For further instructions, the vendor should visit the home page of the portal (<https://mhrd.euniwizarde.com> or www.hnbg.ac.in).

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to

- a. Obtain an individual Digital Signing Certificate (DSC) well in advance of your first tender Submission.
- b. Register your organization on <https://mhrd.euniwizarde.com> well in advance of your first tender submission deadline.
- c. Get your organization's concerned executives trained on <https://mhrd.euniwizarde.com> using an online training module well in advance of your tender submission deadline on <https://mhrd.euniwizarde.com>.
- d. Submit your bids well in advance of the tender submission deadline on <https://mhrd.euniwizarde.com> (HNBGU should not be responsible for any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the <https://mhrd.euniwizarde.com>, the fourth instruction is relevant at all times.

e. PRICE SCHEDULE:

1. PRICE(s) to be filled online only.
2. The rate of items shall be filled online only. A scanned copy of this document is not to be attached along with other enclosures.