

Amendment-I

Date :08.07.2024

Request for quotation from HSCC's empanelled firms for selection of strategic partner for building, operating & managing and transferring occupational health screening centres & hospitals

RFQ No. HSCC/BOMT/2024/46 Dated 29.06.2024

This amendment shall form integral part of RFQ document and should be submitted duly signed & stamped along with the bid.

Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 08.07.2024 at HSCC, Head Office, Noida

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply/ Shall be read as
1	Pg no. 14	TERMINATION HSCC is within its right to terminate the Strategic Partnership at any time on giving notice of 60 days to the Strategic Partnership if the Strategic Partner commits a material breach of its obligations or becomes insolvent .	We feel termination at any time on giving notice of 60 days on such capital-intensive projects is not fair on the bidders' part. The strategic partners will be entrusted such huge projects on which they will be investing their capital, resources and a number of operational expenses. Considering these particulars, HSCC should remove such termination clause. We request HSCC India Ltd. to delete the said clause and implement the termination if at all required on back-to-back basis as per the termination clauses set by the client of HSCC.	The termination of contract will be on back to back basis as per the termination clause between client & HSCC.
2	3.9 TERMS & CONDITIONS: Page no. 16 S No. 11	The successful bidder required to submit Performance Security Deposit for an amount of 2% of total value of awarded cost within 15 days from the date of issue of LOA.	We request HSCC to accept the Performance Security on back-to-back basis as per the Performance Security value set by the client of HSCC. This is because every client of HSCC may not ask for the Performance Security for an amount of 2% of total value of awarded cost. We as strategic partner are willing to submit the Performance Security as per the same asked by the end client of HSCC. We request HSCC to delete the said clause and publish the changes as suggested above.	Performance Security will be on back-to-back basis as per the Performance Security value set by the client to HSCC.
3	3.3 SCHEDULE OF SUBMISSION EVENT OF RFQ Page no. 9 S. No. 3	Last Date of submission of RFQ - 15.06.2024, 15:00 hrs.	The submission date mentioned is incorrect. Please rectify the same.	Shall be read as 15.07.2024, 15.00hrs

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply/ Shall be read as
4	TERMINATION Page no. 14	HSCC is within its right to terminate the Strategic Partnership at any time on giving notice of 60 days to the Strategic Partnership if the Strategic Partner commits a material breach of its obligations or becomes insolvent.	The existing termination clause is quite unfair for the strategic partner. In a partnership any such severe clause like termination should be decided mutually after all the options of continuity are exhausted. Also , in this case where the project is eventually being executed for the end client of HSCC, the termination terms and conditions should be as per HSCC & end client's agreement. Also, the termination should be executed after clearing all the dues and payments being cleared to the strategic partner.	The termination of contract will be on back to back basis as per the termination clause between client & HSCC.
5	3.9 TERMS & CONDITIONS Page no. 16 S. No. 11	The successful bidder required to submit Performance Security Deposit for an amount of 2% of total value of awarded cost within 15 days from the date of issue of LOA. The security deposit can be forfeited by HSCC (I) Ltd in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.	In this scenario where there will be multiple projects and accordingly multiple clients, there will always be different values of Performance Security Deposit as per the different clients. Some clients may ask the Performance Security Deposit in % while some may ask for a fixed value. Hence, we feel that HSCC should not ask for fixed amount of 2% of total value of awarded cost as of now. The strategic partner should be required to submit Performance Security Deposit as per the same submitted by HSCC to end client.	Performance Security will be on back-to-back basis as per the Performance Security value set by the client to HSCC.
6	4. SCOPE OF STRATEGIC PARTNER:	Strategic Partner shall identify location to hospitals to provide treatments for the existing ailments and occupational health diseases to the beneficiaries/Family of	The above statement seems to be incomplete. We request clarity on the same.	Shall be Read as under: Strategic Partner shall identify location to hospitals to provide treatments for the existing ailments and occupational health diseases to the beneficiaries/Family of unorganized sector workforce.

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply/ Shall be read as
7	TERMINATION Page no. 14	HSCC is within its right to terminate the Strategic Partnership at any time on giving notice of 60 days to the Strategic Partnership if the Strategic Partner Commits a material breach of its obligations or becomes insolvent.	As this is a capital intensive BOM Project and the CAPEX is 100% borne by the strategic partner, the agreement / MOU will be governed by the termination clause laid down by the client with HSCC and the same terms and conditions will be applicable between HSCC and Strategic Partner. The agreement / MoU can only be terminated on mutual consent by giving notice of 120 days in case client terminate on grounds of material breach, the following will be applicable: 1. In the event of client imposing any penalties or fines on HSCC will be imposed back-to-back on Strategic Partner and SP is liable to clear all penalties. 2. In case of any compensation paid by the state government towards the capex, opex or services on account of termination will be paid back to the SP after adjusting the agreed revenue share %. 3. All pending payments towards the services will be paid back to the SP after adjusting the agreed revenue share %.	The termination of contract will be on back to back basis as per the termination clause between client & HSCC.
8	3.9 TERMS & CONDITIONS: 11	The successful bidder required to submit Performance Security Deposit for an amount of 2% of total value of awarded cost within 15 days from the date of issue of LOA. The security deposit can be forfeited by HSCC (I) Ltd in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.	Bank guarantee should be applicable same as asked by client to HSCC	Performance Security will be on back-to-back basis as per the Performance Security value set by the client to HSCC.
9	SCOPE OF STRATEGIC PARTNER: Page no. 11 S. No. 9	Strategic Partner shall provide quality medicines at Jan Aushadi rates (as revised from time to time) to registered beneficiaries/ Families of BOCWWB.	If Jan Aushadi rates for medicines are not available then which rates to be considered? We suggest Amrit pharmacy rates to be allowed	Whenever Jan Aushadi Rates are not available then the rates as determined / provided/ approved by the client will be binding on the strategic partner.

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply/ Shall be read as
10	General		We understand this RFQ is applicable for Clinical or nonclinical activity on PPP model. If we get dialysis or radiology orders on PPP model then will the same tender be applicable?	The term and condition of PPP Model may vary for each category, therefore the tender condition are specific to this RFQ only.
11	SCOPE OF STRATEGIC PARTNER: 18	That during the existence of Strategic Partnership, the Strategic Partner shall not enter the same or similar type of Strategic Partnership with the third party	As discussed in the meeting, we wish to understand whether HSCC will also not enter the same or similar type of Strategic Partnership with any third party in future.	No change
12	SCOPE OF STRATEGIC PARTNER: 9	Strategic Partner shall provide quality medicines at Jan Aushadi rates (as revised from time to time) to registered beneficiaries/ Families of BOCWWB.	We wish to understand if the Jan Aushadi rates are not applicable, then in such scenario which rates will be applicable.	Whenever Jan Aushadi Rates are not available then the rates as determined / provided/ approved by the client will be binding on the stretegic partner.
13	General Query		As discussed in the meeting, we wish to understand as the current RFQ is for clinical/nonclinical business, let's say if HSCC enters into radiology business, then will it publish another RFQ for the same or the selected Strategic Partner will be assigned the new business.	Yes

All other terms & conditions remain unchanged.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hsccltd.co.in>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

(- sd -)
General Manager
HSCC (India) Ltd.