

Amendment-II**Date :06.11.2023****Project : Tender for Empanelment of Agencies for Providing Mechanized Housekeeping and Allied Services to Government Offices in Maharashtra.****Tender No.: HSCC/EMPANELMENT/HK-MH/2023/01.**

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

1. The Last date of submission & opening of bids has been extended as follows:**Last date to fill/upload the tender: upto 15:00 hrs. on 20.11.2023 through e-Tendering****Date of Opening of bids : on 20.11.2023 at 16:00 hrs.****2.Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 02.11.2023 at HSCC, Head Office, Noida**

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
1	3.4	Copy of PF Challan of the last month preceding the bid due date is mandatory.	As per Government guideline, each company can pay their preceding month's compliance up to 15th day of next month. Since this bid submission date on 10-11-2023 so kindly, request you to allow bidder to submit PF challan for the month of September 2023	Refer amended EOI document
2	3.9	The Bidder should have valid ISO 9001, ISO14001,OHSAS & SA Certification	Since all standards of OHSAS incorporated in ISO-45001:2018, so request you to consider ISO 45001 instead of OHSAS	Refer amended EOI document
3	9	Necessary labour license for both the labour inside & outside the state should be obtained.	Kindly clarify	No Change. EOI conditions shall prevail.
4	9	The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable.	Kindly clarify about safety gears with respect to each position considered in this empanelment.	No Change. Tender conditions shall prevail.

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
5	9	The contractor shall cover its personnel for personal accident and death whilst performing the duty and HSCC shall own no liabilities and obligations in this regard.	Kindly clarify about the Insurance considered in this empanelment	No Change. EOI conditions shall prevail.
6	12	Performance Bank Guarantee shall not be required. However, the Service Provider shall give the same only if HSCC has given such guarantee to the respective government authority	Kindly clarify about the % of Performance Bank Guarantee.	No Change. EOI conditions prevail.
7	B	Empanelled Agency shall follow Collect and Pay model for the project, wherein payments will be released to employed resources in this project within 07 working days of receipt of payments from HSCC. Delay in payments by HSCC shall have delays on the release of payments to resources deployed in the project	Kindly clarify about Penalties against delay in wages for workers & other compliances	Refer amended EOI document. As per the prevailing Govt. Norms & Statutory requirement.
8		Checklist of document to be submitted: Tender Fee (Non-refundable cost of tender / Bid subr Document) Rs. 29,500/- INR including GST@18% in favor of DD/PO in favor of HSCC (India) Ltd. payable at to be New Delhi in separate sealed envelope Mode of submission: Original & Copy E-SUBMISSION	Kindly specify the address for physical submission of this document. Also, please provide by which date the DD/PO is required to be submitted	HSCC India Limited E-6(A), Sector-1, Noida, UP - 201301
9	3	Tender Documents Part II: Financial Bid Section IV: Form F	Format of financial bid in Form F has not been provided. Kindly provide the same	Financial bid section deleted, Refer amended EOI document

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
10	26	EMD: Earnest money deposit: The Bidder shall furnish requere Earnest money deposit of an amount as mentioned in Notice Inviting Bids. The Earnest Money shall be paid online.	Amount of EMD has not been specified. It is requested to please provide the same	Refer amended tender document. Rs. 1,00,000/- (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favour of "HSCC (India) Limited" (Same shall be retained by HSCC during entire currency of empanelment. EMD will be forfeited if agency step out from contract)
11		Language of the documents to be submitted.	Tender document is silent on language of the documents to be submitted along with bid. Please specify whether translation of documents which in language other than English is required to be submitted or not	Only English translation shall be required.
12		Other services at government offices: Horticulture Services Civil Plumbing / Electrical Services	As clarified in the civil carpenter services- "All Material, consumables, Maintenance Spares, replacements, alternatives required during major breakdown or general maintenance will be supplied by the respective government authority", kindly clarify who will provide the same in case of horticulture services, civil plumbing and electrical services	No Change. EOI conditions shall prevail.
13		Type of Machines to be used	The machines as mentioned in the tender may not be required at all the locations. Kindly clarify by providing machine deployment plan. As you will agree that the cost will depend upon the type and number of machines to be deployed at any particular location. Since this parameter is variable, bidders will not be on a common platform. Hence, requesting the department to provide the machines at actual as required for any particular location to the successful bidder.	No Change. EOI conditions shall prevail.

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
14	3.3	Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2020, 2021, 2021-2022 & 2022-2023 certified by the Auditor along with Certificate from Chartered Accountant with UDIN for Annual turnover of last 3 financial years (F.Y.) i.e. 2020-2021, 2021-2022 & 2022-2023	Kindly ask for CA certificate with UDIN only as the balance sheet is a bulky document for submission and contains lot many irrelevant information. Also, if needed, balance sheet of the Company can always be requested at a later stage and is even available on the MCA portal.	No Change. EOI conditions shall prevail.
15	3.5	Each such individual experience submitted for qualification should have completed value of Minimum Rs. 100 crore (Rupees One Hundred Crores) in last five financial years (i.e. 2018-19 to 2022-23) in Maharashtra.	Sir, we are unable to comprehend the said clause. It may not always happen that all the works start from FY 2018-19 and get completed within next 5 years, i.e. up to FY 2022-23. The start date of the works can be before FY 2018-19 or after FY 2018-19. Hence, we request the department to consider all such similar works whose completion date falls within FY 2018-19 up to FY 2022-23 OR any similar work which is in force during the said period. We would further like to present our query in the form of an example. E.g. Consider a work A started in FY 2016-17 & gets completed in FY 2019-20 and has completed a value of Rs. 130 crores during the said period. Now, since the work A falls within the stipulated period in the tender, i.e. between FY 2018-19 upto FY 2022-23 and has completed Rs. 130 crores which falls in the tender stipulated period, should be considered as an eligible project. Kindly clarify whether this interpretation is correct or not.	Refer amended EOI document. The completion date should fall in the last five financial years (i.e. 2018-19 to 2022-23) including the current financial year i.e. 2023-24 on date prior to submission of the bid.
16	4.5	Number of Manpower on roll: Copy of PF Challan of the last month preceding the bid due date is mandatory	Because of the upcoming festive season of Diwali and the additional load of paying bonus & salaries in time, it may be difficult to pay timely PF for October 2023, which is to be paid in the month of November 2023 (as tender submission date is 10 Nov 2023). Thus, kindly accept PF challans of the month previous to the last month (i.e. September 2023) preceding the bid due date.	Refer amended tender document. Copy of PF Challan of any one of last 2 months preceding the bid due date is mandatory.

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
17	10.c	Against the revenue received from these authorities, HSCC shall deduct applicable TDS and after retaining certain revenue share percentage on the total billing, shall pay remaining amount to the Service Provider on back-to-back basis within 24 hours of receipt of such revenue from the authorities	Requesting HSCC to quantify the amount.	Refer amended EOI document. As per the prevailing Govt. Norms & Statutory requirement.
18	b	Suppose highest bidder has quoted service charge percent to be retained by HSCC for example 1.75%, then:	The said clause is not clear. We are not able to understand whether the bid is based on the highest percentage service charge to be quoted by the bidder for HSCC or whether the bid is based on the overall lowest service charge which the bidder anticipates for the services to be provided.	Refer amended EOI document. Financial bid section stands deleted

Sr. No.	Clause No.	Tender Clause	Bidders Queries	Reply
19		TAXES: PRICE INCLUSIVE OF TAXES The price (Service charge + applicable taxes GST, if applicable) will be deemed to be inclusive of all taxes payable under the applicable law.	As per the Manual for Procurement of Works as published by the Department of Expenditure, Ministry of Finance, Government of India (updated June 2022), pg. no. 68 (pdf pg. no. 91)"Asking for a bid-price inclusive of taxes/ GST would be a violation of the GST Act. Bid format may be suitably modified accordingly". Hence, abiding the said guidelines, we request the department to kindly ask the bids exclusive of GST. Also, a service provider cannot anticipate in case the government levies any new tax. Thus, requesting you to kindly reimburse such new tax levied by the government.	Refer amended EOI document. Financial bid section stands deleted
20		Section 1- (4) The principal will disqualify from the tender process all contractor(s)/Bidder(s) with estimated cost put to tender of Rs.5.0 crores and above, who do not sign this pact or violate its provisions.	This clause is not clear. Kindly clarify the same.	No Change. EOI conditions shall prevail.
21	26	The Technical Bid, clearly labelled as "TECHNICAL BID", shall consist of following information/details for eligibility criteria of bidders.	This clause contradicts with clause mentioned on pg. 27, Checklist. Kindly clarify the list of documents to be submitted.	Refer amended EOI document
22	27	FINANCIAL PACKAGE	The financial bid format is not available on the eportal until and unless the bidder pays tender fee and processing fee. Hence, we request the department to upload a sample format of the financial bid (free view).	Refer amended EOI document. Financial bid section stands deleted

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.

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Chief General Manager
HSCC (India) Ltd.

HSCC (INDIA) LIMITED (HSCC)

(A Subsidiary of NBCC (India) Ltd., A Government of India Enterprise)

**EOI FOR EMPANELMENT OF AGENCIES FOR PROVIDING MECHANISED HOUSEKEEPING
AND ALLIED SERVICES TO GOVERNMENT OFFICES IN MAHARASHTRA**

(AMENDED EOI DOCUMENT)



E-6(A), Sector 1, Noida - UP - 201301

Tel. - 91-120-2542436-40

Fax - 91-120-2542447

Email - cpg-group@hsccltd.co.in

Notice Inviting Tender from prospective service providers/ stakeholders and/ or agencies for empanelment of agencies for providing mechanised housekeeping and allied services to government offices in Maharashtra.

Hospital Services Consultancy Corporation Limited is a leading service provider in the field of Hospital Infrastructure and healthcare solutions across India. HSCC'S wide range of services relate to components of health systems from conceptualization, through procurement of equipment/ drugs, to complex projects involving design and implementation and is being used by eminent hospitals, healthcare professionals and government bodies across India and international market.

HSSC, invites tender from prospective service providers/ stakeholders and/ or agencies for empanelment of agencies for providing mechanised housekeeping and allied services to government offices in Maharashtra.

NIT

NOTICE INVITING TENDER

BID NO. HSCC/EMPANELMENT/HK-MH/2023/01

HSCC (INDIA) LIMITED (HSCC)

**(A Subsidiary of NBCC (India) Ltd.,
A Government of India Enterprise)**

HSCC hereby invites proposals from reputed, well established and financially sound agencies who meet the minimum eligibility criteria as specified in this bidding document for the "Empanelment Of Agencies For Providing Mechanised Housekeeping And Allied Services To Government Offices In Maharashtra". The eligibility criteria and other details are available at HSCC e-tender portal <https://hsc.enivida.com>, HSCC website www.hsccltd.co.in & CPP Portal also. Prospective bidders are advised to regularly browse the website for Corrigendum/ Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

Chief General Manager,
HSCC (India) Ltd.

DISCLAIMER

HSCC (INDIA) LIMITED (HSCC) HAS PREPARED THIS DOCUMENT TO PROVIDE BIDDERS, THE BACKGROUND/ INFORMATION FOR "TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING MECHANISED HOUSEKEEPING AND ALLIED SERVICES TO GOVERNMENT OFFICES IN MAHARASHTRA", HEREINAFTER REFERRED TO AS "PROJECT". INFORMATION IS ALSO PROVIDED TO BIDDERS ON THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER TERMS AND CONDITIONS SUBJECT TO WHICH SUCH INFORMATION IS PROVIDED.

THIS DOCUMENT IS NEITHER AN AGREEMENT NOR IS AN OFFER OR INVITATION TO ANY PARTY. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INTERESTED PARTIES WITH INFORMATION TO ASSIST THEM IN FORMULATION OF BID. THE INFORMATION IS GENERAL IN NATURE AND NOT INTENDED TO BE EXHAUSTIVE. BIDDERS ARE REQUIRED TO MAKE THEIR OWN INQUIRIES AND THEY SHALL BE DEEMED TO HAVE DONE SO AND NOT TO HAVE RELIED MERELY AND SOLELY ON THE INFORMATION PROVIDED IN THIS DOCUMENT.

THE INFORMATION PROVIDED IN THE DOCUMENT IS NOT BINDING ON HSCC, OR ANY OF THEIR AUTHORITIES OR AGENCIES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR ADVISORS.

HSCC RESERVE THEIR RIGHT TO NOT TO PROCEED WITH THE PROJECT OR TO CHANGE THE CONFIGURATION OF THE PROJECT, TO ALTER THE TIMETABLE REFLECTED IN THIS DOCUMENT OR TO CHANGE THE PROCESS OR PROCEDURE TO BE APPLIED IN PLANNING/EXECUTION. THEY ALSO RESERVE THEIR RIGHT TO DECLINE TO DISCUSS THE PROJECT FURTHER WITH ANY PARTY SUBMITTING THE TENDER.

NO REIMBURSEMENT OF ANY KIND WILL BE PAID TO PERSONS OR ENTITIES SUBMITTING THEIR TENDERS/ BIDS.

ABOUT HSCC:

PROFILE

Hospital Services Consultancy Corporation Limited (HSCC (I) Ltd.) was set up in 1983 with an authorised capital of Rs. 20 million. HSCC is one of the few organisations in South East Asia, rendering comprehensive range of professional consultancy services in health-care and other social sectors, in India and abroad.

HSCC's services have been utilized by various organisation, both in Public and Private Sectors, Central Government Department, State Governments as also international agencies like the World Bank, WHO, among others for their projects in India and abroad.

HSCC is a pluri-disciplinary organisation with experienced professionals (i.e. health planners and economists, doctors, biomedical engineers, computer experts, pharmacists, architects and public health engineers etc.) on rolls and a network of consultants specialized in various activities associated with health systems. Besides, it has institutional arrangements with various research laboratories/ speciality hospitals. Further, to render high-quality professional services, it draws on resources from other agencies/ institutions to supplement and complement its in-house capacities and capabilities for implementation of projects, wherever necessary.

Main activities of the Company are to address themselves to all levels of the health system pyramid and encompass conceptual studies, health-care facilities design, project management, procurement and supply, logistics and installation, commissioning and skill enhancement through training and retraining.

Since hospitals represent a substantial portion of any health system, a significant part of HSCC's activities is devoted to design and implementation of new hospitals & medical colleges teaching institutions and/ or rehabilitation/ up-gradation of existing institutions.

HSCC, an ISO: 9001:2015 accredited Company, adopts an integrated approach to projects, drawing on its pool of expertise to provide the best combination to evolve client-specific, cost-effective innovation solutions. A wide range of services that are provided relate to components of health systems from conceptualization through procurement of equipment/ drugs, to complex projects involving design and implementation.

VISION

HSCC Limited's Vision is to be a leading consulting company providing value-added, innovative and integrated services for enhancing healthcare in India and overseas, leveraging its core competence in other infrastructure projects and providing an invigorating and enabling work environment to its professional employees.

CORPORATE MISSION

Providing Comprehensive, concept to commissioning, project planning, architectural engineering, project management, procurement and related consulting services for development of buildings and infrastructure for healthcare and other purposes in India overseas.

CORPORATE QUALITY POLICY

To maintain leadership and customer confidence by providing continually improving quality consultancy services in the Healthcare and other Social Sectors.

HSCC SERVICES

- Healthcare Facility Design

- Procurement & Purchase
- Logistics & Installations
- Project Management
- Conceptual Studies & Management Consultancy

KNOWLEDGE SPHERE

- Feasibility Studies & DPRs - Hospitals, Medical Colleges, Nursing Colleges, High End state-of-the-art laboratories, etc.
- Up-gradation & Modernization studies, Design, Engineering & Project Management of various type of health sector projects i.e.
- Hospitals
- Hospital Services- Gas Manifold System, Specialized HVAC, OTs/ICUs/CCUs, CSSD, Laundry, Kitchen, etc.
- Allied Infrastructure - Auditoriums, Conference Halls, Academic & Teaching Blocks, etc.
- Laboratories - Pathological Labs, BSL II, III & IV Labs
- Residential - Townships, Hostels, Staff Quarters, Housing, etc.

UNIQUENESS

- Healthcare planning and architecture based on understanding of the drivers of Healthcare sector
- Acknowledged leadership in Healthcare planning engineering and execution
- Understanding of the economics of Healthcare both development and operation
- Dedicated team of experts
- Delivered large number of Health Care facilities both in India and abroad
- Meticulous planning for sophisticated equipment to support patient care
- Efficient clean and hygienic process to protect patients
- Comfort and functionality aspects for both patients and staff
- Detailed study of scaling the facilities. enhancing patient handling capacity Rearrangement and refurbishment of hospitals
- Flexible Hospital structure and system to adapt to any spatial changes and simple to expand
- Creation and development of world class IT infrastructure to International standards PACS telemedicine library automation and education management system

CLIENTS

HSCC's Client list includes:

- Cooperative Societies
- Charitable Trusts
- Private Hospitals/Institutes

- State Government Hospitals & Institutes
- Governments - Central & State

IMPORTANT ON-GOING PROJECTS

The below list give few of the on-going projects of HSCC Ltd. in India and abroad.

- AIIMS Rajkot
- PGIMER Chandigarh
- PGIMER, Dr.RML Hospital, New Delhi
- RIMS Imphal
- Construction of New Medical Colleges at Dausa, Hanumangarh, Alwar, Nagaur In Rajasthan
- AIIMS Guntur
- Dr. Rajkumari Amrit Gaur College of Nursing, New Delhi
- NIMHAMS Bangalore
- Construction of Drug Warehouses Muzaffarnagar, Bulandshahr
- Hospital Construction Projects at Mauritius

DEFINITIONS

- i. "Application" shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HSCC.
- ii. "Bid" / "Tender" shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- iii. "Bidder (s)" / "Tenderer(s)" shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- iv. "Tender documents fee/ Cost of bid" shall mean the amount to be deposited by the Bidders with the Bid as per Table-I of Section I.
- v. "Empanelled Agency" shall mean the bidder whose bid to perform the Contract has been accepted by the HSCC and is named as such in the Contract".
- vi. "Contract Agreement" shall mean the agreement to be signed between the Successful Bidder and HSCC for the execution of the Project.
- vii. "Service Provider" shall have the same meaning as Successful Bidder/ Contractor/ Empanelled Agency and with whom the Contract Agreement has been signed.
- viii. "Evaluation Committee" shall mean the committee constituted by HSCC for the evaluation of the bids.
- ix. "HSCC" shall mean HSCC (India) Limited, who has been appointed by respective government department as an executing agency for EMPANELMENT OF AGENCIES FOR PROVIDING MECHANISED HOUSEKEEPING AND ALLIED SERVICES TO GOVERNMENT OFFICES IN MAHARASHTRA.
- x. "Implementation Agency" shall mean the agency(s) selected/empanelled by HSCC as Service Provider for providing mechanised housekeeping and allied services.
- xi. "RFP" means Request for Proposal.
- xii. "Services" shall mean services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by the HSCC.
- xiii. "SLA" means service level agreement.
- xiv. "EOI" means Expression of Interest
- xv. "NIB" means Notice Inviting Bid

SECTION- I

NOTICE INVITING BID (NIB)

1. Brief description of the project:

HSCC (India) Limited invite tender from reputed, well established and financially sound agencies who meet the minimum eligibility criteria as specified in this bidding document for the "For Empanelment Of Agencies For Providing Mechanised Housekeeping And Allied Services To Government Offices In Maharashtra" for the following works:

Table I

Sr. No.	Name of the Work	Cost Of Bid Document (Non-refundable cost of tender / Bid Document)
1	TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING MECHANISED HOUSEKEEPING AND ALLIED SERVICES TO GOVERNMENT OFFICES IN MAHARASHTRA.	Rs. 29,500/- INR including GST@18% in form of DD/PO in Favor of HSCC (India) Ltd. payable at New Delhi.
2.	EMD/ Bid Security	Rs. 1,00,000/- (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favour of "HSCC (India) Limited" (Same shall be retained by HSCC during entire currency of empanelment. EMD will be forfeited if agency step out from contract)

2. Bid Activity Schedule:

1	Availability of NIT at HSCC e-tender portal https://hsc.enivida.com	26/10/2023
2	Pre-bid conference	02/11/2023 at 15:00 hrs. at HSCC (India) Ltd., E- 6(A), Sector - 1, NOIDA, (U.P.) - 201 301.
3	Last date & time of submission of E-tender	20/11/2023 upto 15:00 hrs.
4	Date, Time of E-tender opening	20/11/2023 at 16:00 hrs.

3. Tender Documents:

Bid document for each work consists of:

Part I: Technical Bid

Section I: Notice Inviting Bid (NIB)

Section II: Instructions to Bidders (Including Annexures)

Section III: General Conditions of Contract (GCC)

Important Information:

- i. The bidder should fulfil eligibility criteria as mentioned in the “Pre-Qualification of bidder” section.

4. Preparation of Bid:

The bid for each work shall comprise of ONE PART -

- a. Technical Bid: Tender fee/ cost of bid shall form Part I of the Bid.

5. Points to be noted while signing of Bid:

- a. The authorized signatory of the Tenderer shall sign each page of the tender.
- b. In case of incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender.
- c. Cancellation or change of a document such as Power of Attorney, which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HSCC.

6. Responsiveness of Bid:

A bid shall be declared non- responsive if:

- (i) It is not submitted in sealed envelope in the prescribed manner.
- (ii) It is not accompanied by envelope containing
 - a. Tender document fee / cost of bid
 - b. The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.

The Terms of Reference and Conditions of Contract (Bid Document) can also be downloaded from <http://www.hsccltd.co.in/>. The bid must be uploaded in HSCC E-Tender Portal <https://hsccltd.com>

HSCC, reserves the right to accept or reject any or all bids without assigning any reasons. No bidder shall have any cause of action or claim against the HSCC for rejection of his/their bid.

7. Tender Evaluation - The evaluation of the technical bids shall be done by the HSCC. Technical evaluation conducted by the HSCC shall be final and binding on all the bidders. Bidders qualified as per the Pre-qualification Criteria shall be eligible for Technical evaluation. HSCC reserves the right to reject any or all of the offers without assigning any reason.
8. Further information if any, may be obtained from the address and telephone no. given below:

**Chief General Manager,
HSCC (INDIA) LIMITED
E-6(A), Sector 1, Noida - UP - 201301
Tel. - 91-120-2542436-40
Fax - 91-120-2542447**

Email - cpg-group@hsccltd.co.in & cpg.hsccltd@gmail.com

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online. The tender is invited from the registered and eligible firms through HSCC's e-Tender portal <https://hsc.enivida.com> Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tendertimeline is available in NIB of this tender, published in HSCC e-tender portal <https://hsc.enivida.com>, HSCC website www.hsccltd.co.in & CPP Portal also. The tendering process is done online only at the HSCC e-tender portal <https://hsc.enivida.com>. Aspiring bidders may download and go through the tender document.

All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the HSCC e-tender portal <https://hsc.enivida.com>. Tenders/bids shall be accepted only through online mode on the HSCC e-tender portal and no manual submission of the same shall be entertained. Late tenders will not be accepted.

The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

Bidders are advised to go through links available on the e-tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Applicants may contact the helpdesk numbers & email ids mentioned at the e-tender portal.

Applicants are advised to visit HSCC's e-tender portal www.hsc.enivida.com regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

Instruction for Online Bid Submission

e-Nivida is the complete process of eTendering, from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://hsc.enivida.com>.

The will invite for online Bids. Bidder Enrolment can be done using "**Bidder Enrollment**".

The instructions given below are meant to assist the bidders in registering on the e-Nivida Portal, and submitting their bid online on the portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at:

<https://hsc.enivida.com>

GUIDELINES FOR REGISTRATION:

Bidders are required to enrol on the e-Nivida Portal (<https://hsc.enivida.com/bidderRegistration/newRegistration>) or click on the link “**Bidder Enrollment**” available on the home page of HSCC e-tender Portal by paying the Registration fee of Rs.1000/- + Applicable GST

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

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 with the bidders.

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.

Only 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.

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.

The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com, eprocurement@railtelindia.com, for activation of the account.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective ‘requested’ Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

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

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

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 formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

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 bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF BIDS

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by HSCC.

Bidder has to select the payment option as per the tender document to pay the tender fee / EMD as applicable and enter details of the instrument.

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.

The uploaded bid documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender 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.

The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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.

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988/8448288980/9355030630/9355030602

Mail id: - enividahelpdesk@gmail.com , eprocurement@railtelindia.com

SECTION- II INSTRUCTION TO BIDDERS (ITB)

1. **Brief Description of Project:** HSCC (India) Limited intends to empanel agencies for providing mechanised housekeeping and allied services to government offices in Maharashtra.
2. **Scope of Services:** The scope of services of the service provider under this Contract shall include but not be limited to the following:
 - To provide mechanized housekeeping and allied services in the government offices in Maharashtra as per requirements.
 - To provide all disinfectants, detergents as required for housekeeping, cleaning and to provide other logistics in adequate quantity, of standard quality and certifications. Type of Disinfectants and Detergents may change from time to time depending upon standard guidelines and it is obligatory on the part of contractor to provide for that.

General Housekeeping Requirements-The housekeeping activities taken up by the Service Provider need to ensure minimum following:

1. There is no visible dirt/grease/stains in any area of the office including roof, floors and walls.
2. There are no cobwebs/bird nests and other inhabitations due to pests and animals.
3. There is no seepage on the roofs and walls of the office.
4. The floor of different areas of the office are kept dry. When wet mopping is used, appropriate safety measures need to be adopted like use of signage (Wet Floor).
5. There is availability of appropriate housekeeping materials and equipment needed for different areas. All consumables, materials, machines & equipment should be of standard quality and of reputed manufacturing.
6. The Service Provider uses standard methods for housekeeping for different areas.
7. Respective office shall ensure that monitoring of housekeeping activities is done at pre-defined intervals and corrective actions are taken when needed.
8. The drainage and sewage is well maintained to avoid any leakage, blockage and easy flow through the Drainage.

Office Cabin, rooms:

Sr. no.	Activity	Frequency	Method
	Daily		
1	Scrubbing & drying of floor (With Disinfectant)	Daily Twice	Scrubbing & drying m/c
2	Water cooler cleaning-outside	Daily once	Vacuum cleaning & manual
3	Telephone, computer & other equipment cleaning	Daily once	Vacuum cleaning & wet & dry wiping
4	Dusting & wiping of tables, chairs, shelves, etc.	Daily once	Dusters, wet/dry cloth, etc
5	Wash basin cleaning	Daily Twice	Wet & dry wiping
6	Toilet cleaning	Daily Twice	HP jet, vacuum cleaning and manual
7	Glass cleaning	Once a day	Glass cleaning kit
8	Spraying of room freshener	Once a day	Spray bottle, Good sense
9	Cobweb cleaning	As required	Manual
10	Dust bin movement	Daily Twice	Manual
	Weekly		

1	Partition cleaning	Weekly once	Wet & dry wiping, duster
2	Furniture, window channel, etc. Cleaning	Weekly once	Vacuum cleaning & wet & dry cloth
3	Electric panel & instruments Cleaning	Weekly once	Vacuum cleaning, duster, dry cloth
4	Man height column, side walls Cleaning	Weekly once	Wet & dry wiping
5	Fans, tube lights, AC unit etc cleaning	Weekly once	Dry/wet wiping
6	Reception area	Weekly once	Vacuumping

Common Areas Passage, lift entry lobby, Staircase, Corridors & Waiting area

Sr no	Activity	Frequency	Method
	Daily activities		
1	Scrubbing & drying of floor	Daily twice	Scrubbing & drying m/c
2	Reception area cleaning & Information desk cleaning	Daily twice	Vacuum cleaning, wet & dry wiping
3	Telephone, computers, decorative items, etc. cleaning	Once a day	Wiping
4	Water cooler cleaning-outside	Daily twice	Wet & dry wiping
5	Cleaning of tables, chairs, furniture items, etc.	Once a day	Vacuum cleaning, dusting & wiping
6	Common toilet cleaning	Daily twice	HP jet, vacuum cleaning & wiping
7	Staircase cleaning	Daily twice	Mopping
8	Fire escape stair case cleaning	Daily twice	Mopping
9	Lift capsule cleaning	Daily twice	Wet & dry wiping
10	Dust bin movement	Daily twice	Manual
11	Cobweb removal	As required	Manual
12	Terrace cleaning	Once a day	Manual
13	Water tank cleaning	Once in 2 months	Manual
14	Furniture, window channel, etc. Cleaning	Daily once	Vacuum cleaning & dusting
15	Chairs cleaning in waiting area	Daily once	Wet/dry vacuum cleaning
	Weekly activities:		
1	Glass cleaning	Weekly once	Glass cleaning kit
2	Partition cleaning	Weekly once	Wiping & vacuuming

3	Electric panel & instruments cleaning	Weekly once	Vacuum cleaning & manual
4	Man height column, sidewalls Cleaning	Weekly once	Vacuum cleaning & manual
5	Fans, tube lights, etc cleaning	Weekly once	Dusting & wiping

Toilet Cleaning

Sr. No.	Activity	Frequency	Method
1	Scrubbing & drying of floor	Daily twice	Scrubbing & drying m/c
2	Side wall cleaning (upto man height)	Daily twice	Wet & dry wiping
3	Side wall cleaning (upto man height)	Daily twice	Wet & dry wiping
4	Wash basin & surrounding area cleaning	Daily twice	Scrubbing, wet & dry wiping
5	External tap cleaning	Daily twice	Wet & dry wiping
6	Mirror cleaning	Daily twice	Wet & dry wiping
7	Commode & urinals cleaning	Daily twice	HP jet & wiping
8	Exhaust fan, tube light, switch boards cleaning	Weekly	Vacuum cleaning & manual
9	Dustbin movement	Daily twice	Manual
10	Cobweb removal	As required	Manual

Other services at government offices:

Horticulture Services

The Contractor need to deploy Gardening staff wherever require & he will responsible for following scope of work.

- Daily Cleaning of lawn area.
- Watering to the plants & trees as require.
- Weeding of Lawn/ Cutting of Edges / Trimming of Trees & Removing of dried leaves & branches

Civil Plumbing / Electrical Services

- The Bidder has to provide Electrician/ Plumber (on call basis initially 2 visits in a month) as per requirement by the respective government authority.
- The unit for this service should be approachable by the respective government authority and should reach the establishment in reasonable time on the same day.
- They should visit the establishments as per the minimum frequencies (i.e. initially visit require fortnightly) as specified by the respective government authority and complete the assignments.

Civil Carpenter Services

- To Repair interior and exterior structures made of wood
- To Repair cabinets, tables, shelves, benches, partitions, flooring, door and window frames, and other types of furniture.

- Polishing wooden items when required.
- All the tools & Implements & Tackles to complete the scope will be supplied by the BIDDER.
- Only preventive maintenance will be part of Bidder's scope.
- All Material, consumables, Maintenance Spares, replacements, alternatives required during major breakdown or general maintenance will be supplied by the respective government authority.

General Pest Control Services

General Pest control work by using suitable chemicals must be done in half yearly basis on suitable dates.

The all above services will be carried out throughout the contract period.

Type of Machines to be used

Sr. No.	Name of Machines	Description of Machines & Number Required
1	Walk Behind Electrical Auto Scrubber & dryer	Walk behind Electrical auto scrubber drier, 50Lts.tank
2	Wet & dry vacuum cleaner.	Wet and Dry Vacuum cleaners with basic accessories---
		Ride on Auto scrubber cum drier
		Manual Flipper
		Wringer Trolleys
3	Portable High pressure water jet.	Portable high pressure water jet with Hose reel, operating pressure Of 50-120 bar & delivery rate of 660 liters/hour----
4	Adjustable Telescopic pole	Adjustable 06 mtrs telescopic pole along with cobweb brush, 35cm window washer & squeegee- Adjustable09 mtrs telescopic pole along with cobweb brush, 35cm window washer & squeegee-
5	Wet mopping Wringer Trolley.	Wet mopping wringer trolley with down press wringer & partition, along with handle, mop hold and refill----
6	Window cleaning set (Glass Kit)	Window cleaning kit with basic accessories like window washer, squeegee, glass scrapper, cobweb brush, Telescopic pole & sponge- nos.
7	Airport Dustbins	50 ltrs.

List of Common Consumables/Toiletries for Housekeeping

Cleaning Accessories	Toiletries Consumables
Dry Mop	Liquid Soaps
Wet Mop	Bucket
Dust Pan	Mug

Floor Squeeze	Freshner
Dusters	Cleaning Consumables
Floor Scrapers	R1/ Bathroom Cleaner Concentrate (BCC)/ Equivalent
Hand Brushes	R2/ Multi Purpose Cleaner (MPC)/ Equivalent
Scrubbing Pads	R3/ Glass Cleaner Concentrate (GCC)/ Equivalent
Dry Mop Refills	R5/ Room Freshner (RF)/ Equivalent
Wet Mop Refils	R6/ Toilet Bowl Cleaner (TBC)/ Equivalent
Hand Gloves	R7/ Neutral Floor Cleaner Fresh (NFCF)/ Equivalent
Nose Masks	D5.2/ Equivalent
Gum Boot	Naphthalene Balls
Waste Disposal Bins	Phenyl
Waste Disposal Bins Covers	Soap Oil
	Bleaching Powder

- HSCC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Empanelled agency. Empanelled agency will responsible for client losses.
- No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned, or sublet by the agency directly or indirectly to any person, firm or whosoever.
- The empanel agency will be responsible for all the belongings of client if the work awarded after empanelment.

3. Pre-qualification Eligibility Criteria:

The bid fulfilling the following Pre-Qualification criteria shall be eligible for further technical evaluation based on Quality Cost Based System (QCBS). Bids not complying with the Pre-Qualification will be summarily rejected.

Sr. No.	Pre-Qualification Requirements	Documents to be submitted
1.	Bidder Company which should be a Limited / Private Limited Company only, registered under the Companies Act, 1956 or 2013, existing on or before 31.03.2020 and who qualify the tender conditions and qualification criteria, is eligible to participate and submit its offer against this tender invitation. Joint Venture (JV)/ Consortium shall not be permitted to submit this tender.	Attested copy of Certificate of Incorporation of the bidder issued by the Registrar of Companies.
2.	Registration: The Bidder should be registered with the Income Tax, GST Dept. and also registered under the Labour laws, Employees Provident Fund	1. Copy of PAN and GST. 2. Copy of the Employee Provident Fund registration letter / certificate.

	Organization, Employees State Insurance Corporation, Group Gratuity, Labour License with minimum 500 labour for single client in the State of Maharashtra procured before publication of tender.	3. Copy of the Employee State Insurance registration letter / certificate. 4. Copy of the Group Gratuity Scheme certificate. 5. Copy of valid labor license
3.	The Average annual turnover of the bidder shall be Rs. 100.00 Cr. or more in last three F.Y years i.e. 2020-2021, 2021-2022 & 2022-2023 in the field of manpower (excluding security guard) and housekeeping to qualify.	Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2020-2021, 2021-2022 & 2022-2023 certified by the Auditor along with Certificate from Chartered Accountant with UDIN for Annual turnover of last 3 financial years (F.Y.) i.e. 2020-2021, 2021-2022 & 2022-2023 (values as per the certificate should be reflected on the ICAI portal. If not reflected, the bid shall be rejected).
4.	The Bidder should have vast experience in manpower and facility management in handling, minimum 500 numbers on payroll as on last date of submission of tender.	Copy of PF Challan of any one of last 2-month preceding the bid due date is mandatory.
5.	The Bidder should have experience of at least a single work order, in hand or satisfactorily completed, for providing facility management services of Housekeeping/Housekeeper and Attendant Services along with any two services out of the following - Garden Maintenance, Electrical Maintenance, Plumbing Maintenance, Pest Control in the Government Departments / Public Sector (Central or State)/ Municipal Corporations, multiple locations (minimum 125 locations), in a single work. Each such individual experience submitted for qualification should have completed value of Minimum Rs 100 crore (Rupees One Hundred Crores) in last five financial years (i.e. 2018-19 to 2022-23& including FY 2023-24 on date prior to the submission of bid) in Maharashtra.	For experience, the bidder should submit proof in terms of Work Order & Certificate of ongoing/ completed work from the Work issuing authority, clearly indicating the nature and quantum of manpower involved in the said work as well as the tenure of experience.
6.	The Bidder should have experience of providing similar services (housekeeping or manpower but does not include security guard) across various districts of Maharashtra in the Government Departments / Public Sector (Central or State) / Municipal Corporations during last five financial years (i.e. 2018-19 to 2022-23 & including FY 2023-24 on date prior to the submission of bid) in a single order/project.	Work Order & Certificate of ongoing/ completed work.
7.	The Bidder should have a minimum positive Net-worth of Rs. 35 Crores as on 31-03-2023.	A copy of the CA certificate must be enclosed / uploaded with the tender document.
8.	The Bidder should have valid ISO 9001, ISO 14001, & OHSAS/ISO-45001:2018 Certifications.	Copy of the Valid Certificate(s) signed and stamped by the Authorized Signatory
9.	Tenders are not allowed from the firm which is found guilty of malpractice, misconduct, or black listed/debarred either by State Government/Central Government's organizations or by any local authority	The Bidder should Submit the Original "Affidavit" - for correctness of Documents /Information (as per "Annexure-C" - format attached) along with their bid/

	as on date of submission of bid.	tender.
10.	The Bidder should Submit the Original "UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS along with their bid/ tender.	As per "Annexure-B"- format attached
11	The Bidder should Submit the "Litigation History" along with their bid/ tender.	As per "Form-N" - format attached
12	The Bidder should Submit the "GENERAL INFORMATION (Structure & Organization details)"-	As per "Form-F" - format attached, along with their bid/ tender.

4. Evaluation Framework:

Bidders qualified as per the Pre-qualification Criteria shall be eligible for technical evaluation.

- The evaluation of the technical bids shall be done by HSCC. Technical evaluation conducted by the HSCC shall be final and binding on all the bidders.
- Bidders qualified for all Pre-Qualification Criteria shall be eligible for Technical Evaluation.
- The criteria for the technical evaluation are as follows:

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Documents Required
1	The Average annual turnover of the bidder shall be Rs. 100.00 Cr. or more in last three F.Y years i.e. 2020-2021, 2021-2022 & 2022-2023 in the field of manpower (excluding security guard) and housekeeping to qualify.	Avg. Turnover (Cr.) 1. Rs.100 Cr - 5 marks 2. >=100 Cr and < 150 Cr - 10 marks 3. >=150 Cr - 15 marks	15	Copy of the audited Profit & Loss Statement of the company duly certified by Statutory Auditor / CA Certificate clearly citing the average turnover for last 3 financial years.
2.	The Bidder should have experience of at least a single work order, in hand or satisfactorily completed, for providing facility management services of Housekeeping/ Housekeeper and Attendant Services along with any two services out of the following - Garden Maintenance, Electrical Maintenance, Plumbing Maintenance, Pest Control in the Government Departments/ Public Sector (Central or State)/ Municipal Corporations, in a single work. Each such individual experience submitted for qualification should have completed value of Minimum Rs 100 crore (Rupees One Hundred Crores) in last five financial years (i.e. 2018-19 to 2022-23 & including FY 2023-24 on date prior to the submission of bid) in	a. One single work - 20 marks b. Two or more single works - 30 marks	30	For experience, the bidder should submit proof in terms of Work Order & Certificate of ongoing/ completed work from the Work issuing authority, clearly indicating the nature and quantum of manpower involved in the said work as well as the tenure of experience.

	Maharashtra.			
3.	The Bidder should have an experience of providing facility management services in housekeeping/ housekeeper services along with any three services mentioned in clause No. 5, to multiple locations, (minimum 125 locations), in single work order, in the Government & Semi-Govt. Departments / Public Sector (Central or State)/ Municipal Corporations having minimum completed value of Rs. 100 crores in the last five financial years including current financial year (i.e. 2018-19 to 2022-23 & including FY 2023-24 on date prior to the submission of bid) in Maharashtra.	a. Upto 125 location and value upto Rs. 100 crores - 15 marks b. More than 125 and upto 150 location and value upto Rs. 100 crores - 20 marks c. More than 150 locations and value more Rs. 100 crores - 30 marks	30	Work Order & Certificate of ongoing/ completed work.
5.	Number of Manpower on roll	a. 500 to 1000 - 5 marks b. 1001 upto 2000 - 10 marks c. more than 2000 - 15 marks	15	Copy of PF Challan of the last month preceding the bid due date is mandatory
6.	The Bidder should possess the below certifications, • ISO • OHSAS/ ISO 45001:2018	All the three certificates	10	Valid certificates
		Total	100	

Bidders will have to score at least 70% marks in the technical evaluation so as to qualify.

It may be possible that, more than one Bidder is empanelled under this EOI. Hence HSCC shall process as per Standard Operating Procedure as may be notified by it.

5. **General Terms and Conditions:** Requirements to be fulfilled by service providers -
- The personnel engaged for the services under this RFP shall be the employees of the Service Provider and will take their remuneration/wages from the Service Provider.
 - The service provider shall abide to and comply with the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws, Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
 - The service provider shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.
 - The service provider shall maintain a personal file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal details such as name, address, date of

birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.)

- The service provider if called by HSCC Authority shall submit the details of amount deposited on account of EPF, ESI and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The service provider if called for shall produce to HSCC authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- It shall also be the responsibility of the service provider to ensure that they shall not employ any person below the age of 18 years old.
- In case of service provider not having the required clearances or licenses at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the service provider and without any financial repercussions to HSCC and any pending work will be arranged from alternate sources at the risk and cost of service provider
- There shall be a nodal person in the service provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle.
- The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the service provider including proper name badges. In case of violations suitable penalties shall be applicable.
- The service provider shall comply with all rules and regulations regarding safety and security of its employees and HSCC/client will in no way be responsible in any manner in case of any mishap to its personnel.
- The empanelled agency shall cover its personnel for personal accident and death whilst performing the duty and HSCC/client shall own no liabilities and obligations in this regard.
- In case of late reporting, any incidence of disobeying instructions or misbehaving, suitable penalties for violation of agreement clause shall be applicable as indicated elsewhere.
- The Service Provider should ensure that their personnel do not consume alcohol/ do not smoke/ do not take drugs in premises of HSCC/client. Further all are required to have working mobile and numbers to be shared with HSCC authority/ client.
- The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel and suitable penalty shall be applicable.
- All legal & statutory compliances would be the responsibility of the service provider. Further Continuous training of the employees would also be the responsibility of the service provider so that their employees are able to perform the work with the best professional competence.
- It shall be the responsibility of service provider to obtain the feedback regarding the service rendered and help desk shall be constantly monitoring the complaints /requisitions received and liquidation of same regarding different services
- While availing the services provided, HSCC/client will not undertake any monetary liability other than the amount of service charge payable to the Service Provider as per the contract for the providing housekeeping and allied services provided by them. Other liabilities, if any, shall solely rest with the service provider. If HSCC has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the service provider adjusting amounts payable to them on back-to-back basis.
- Scope of work shall increase or decrease as per the requirement of the HSCC hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
- The Service Provider shall have the financial and technical capability to undertake related work.

6. Revenue Sharing Model

- a) Service provider has to provide services as detailed in Scope of work.
- b) Agreement will be executed with respective government authorities/ offices pursuant to which HSCC will receive the payment for the housekeeping and allied services provided by the empanelled agency. For this, Service provider must complete all its obligations and facilitate the timely submission of monthly invoice by HSCC, through providing necessary documentations and payment certifications including follow-up for disbursement/ release of payment from government authorities.
- c) Against the revenue received from these authorities, HSCC shall deduct applicable TDS and after retaining certain revenue share percentage on the total billing, shall pay remaining amount to the Service Provider on back-to-back basis within week of such revenue from the authorities.

The Agency will credit the billing amount after the applicable statutory deductions & after retain HSCC share amount from the total amount received from client.

7. **Empanelment Period:** The empanelment of the agencies under this RFP shall be valid for a period of Five (5) years from the date of entering into agreement between the HSCC & the Empanelled Agency and this period shall be further extendable based on the performance of agency or if required, on same or revised terms as deemed fit by the it. Beside the HSCC can cancel the Empanelment of the agency giving 30 Days notice period without assigning any reason and agency can not raise any claim against cancellation of empanelment.
8. **Performance Bank Guarantee:** Performance Bank Guarantee shall not be required. However, the same shall be given by the Service Provider only if HSCC has given such guarantee to the respective government authority.
9. **Payment Clause:**
 - The invoice/s should be submitted by empanelled agencies on monthly basis.
 - Empanelled agency shall release payment to deployed resources on or before 07th Day of consecutive month.
 - HSCC shall make the monthly payment to the strategic partner on or before the 7th of every month based on the payment receipt from client and no interest will pay for any delay payment by HSCC.
 - The Empanelled agency shall submit the invoice on monthly basis to the HSCC in the succeeding month.
 - All payments to the Empanelled agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes, if any, as per Government of India Rules.
10. **Penalty Clause:**
 - The Penalties/ fines imposed by statutory authorities on HSCC will be deducted at actuals from the service provider bills on back-to-back basis.
 - The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HSCC will be deducted from the monthly claim bill.
 - HSCC/client shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take the appropriate protective measures.
 - For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules.
 - Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill on back-to- back basis including actual loss of HSCC due to taxes paid to Govt. like GST etc.

11. **Earnest money deposit:** The Bidder shall furnish Earnest money deposit of an amount as mentioned in Notice Inviting Bids. The Earnest Money shall be paid in the form of DD in favour of HSCC (India) Limited.
12. **Pre-Bid Conference:** Pre- Bid Conference was held at HSCC, Corporate office Noida.
- 13. Amendments to bid documents:**
- At any time prior to the deadline for the submission of Bids, HSCC may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid Document by an amendment notice.
 - The said amendment in the form of an addendum/ corrigendum will be sent to all prospective eligible Bidders including those who have received the Bid Document. This communication will be in writing or by E-mail and the same shall be binding upon all Bidders. Prospective Bidders should promptly acknowledge receipt thereof E-mail to the HSCC. The addendum/ corrigendum will also be available on the website of HSCC (<http://www.hsccltd.co.in/>).
 - In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HSCC may, at its discretion, extend the deadline for the submission of Bids.
14. **Submittal Of Bid By Bidder(S):** The intending empanelled agencies shall submit their bid with, online. Complete sets of each Bid should be submitted including corrigendum/ addendum etc. Every page/ copy forming part of Bids should be duly signed by the bidders / tenderers or their authorized representative.
- 15. Technical Bid:**
- The Technical Bid, clearly labelled as “TECHNICAL BID”, shall consist of following information/details for eligibility criteria of bidders.
 - a. Check list of submitted documents in Technical Bid.
 - b. Covering letter for the Bid in Form A.
 - c. Tender documents fee/ cost of bid.
 - d. EMD/ Bid Security
 - **NOTE: Bidder/Tenderer should sign all documents submitted by them in self- attestation.**
16. **Validity Of The Technical / Financial Bids:** The bids shall be valid for a period of 180 days from the date of opening of Technical bids.
17. **Extension of Bid Validity:** Prior to the expiry of the original Bid Validity Period, HSCC may request Bidders to extend the Bid Validity Period for a specified additional period.

FORM A
FORM OF BID

To,
Chief General Manager
HSCC (India) Limited

1. Having examined the Terms of Reference of the NIT for EMPANELMENT OF AGENCIES FOR PROVIDING MECHANISED HOUSEKEEPING AND ALLIED SERVICES TO GOVERNMENT OFFICES IN MAHARASHTRA (Name of the work.), I / We the undersigned offer to provide mechanised housekeeping and allied services in conformity with the Terms of Reference.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within the Time Schedules mentioned therein from the date of issue of the Letter of Award.
3. I / We agree to abide by this Offer for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.
4. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HSCC that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
5. I / We understand that HSCC are not bound to accept the lowest or any offer received.
6. If my / our Offer is accepted I / we understand that I / we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of 2023

Signature

Name..... in the capacity of

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

Address

Witness - Signature

Name

Address

Occupation

Notes:

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

FORM B - CONDITIONS FORMING PART OF SERVICE LEVEL AGREEMENT

OBLIGATIONS OF THE SERVICE PROVIDER/ EMPANELLED AGENCY

- a. The Contractor/ Service provider shall provide services at Client's premises as per Scope of Work by the purchaser during the Contractual period and it shall always form part and parcel of the Contract. The Contractor/service provider shall abide by such assignments as provided by the Client from time to time.
- b. The Contractor/service provider shall provide services through its trained personnel for the performance of its services here under and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable, and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor/service provider.
- c. The Client shall have the right, within reason, to have any personnel removed who is considered be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- d. The Contractor/service provider shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- e. The Contractor/service provider shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Scope of Work.
- f. The Contractor/service provider shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor to display the same.
- g. The personnel of the Contractor shall not be the employees of the purchaser and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- h. The Contractor/service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC, PT etc.
- i. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- j. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the purchaser.
- k. The Contractor /service provider shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services.
- l. The contractor /service provider will be solely responsible for the employment of persons and payment of salaries and other benefits like EPF & ESIC to his workers and Purchaser shall in no way responsible for the same. The payment also may be made through Bank/ cheque and salary slip should be issued to the workers. EPF should be deducted and the same should be in the name of workers.
- m. In case any workman of the service provider suffers injury/ damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the service provider shall stand indemnified against any such claim for compensation.

- n. Proper substitute arrangement is required to be made against absentees.
- o. The workers shall also be given weekly off after six continuous working days.
- p. Successful tenderer will be solely responsible to provide the mechanized housekeeping and allied services and other scope as mentioned in the tender.

OBLIGATIONS OF THE HSCC:

HSCC shall use its best efforts to ensure that it shall:

1. Provide EMPANELLED AGENCY and its Personnel with work permits and such other documents that shall be necessary to enable EMPANELLED AGENCY or Personnel to perform the service;
2. Issue to officials, agents and representatives of the Government Authority, all such instructions as may be necessary or appropriate for providing prompt and effective service; HSCC shall place only work order and other offices will not enter into any separate agreement in this regard.
3. HSCC shall make the monthly payment to the strategic partner on or before the 7th of every month based on the payment receipt from client and no interest will pay for any delay payment by HSCC.
4. HSCC and its allied offices shall adhere all the notification issued by the Government of India/ Government of Maharashtra from time to time in regards to increase/decrease in any statutory payment like, minimum wages (Basic), Dearness Allowance (DA), Provident Fund (PF), Employee State Insurance Scheme (ESIC), Maternity Leave, Leave with Wages (LWW), Bonus, Gratuity, National Holiday and Labour Welfare Fund etc. to give the effect from the date of notification/circular etc. immediately and empanelled agency shall submit the revise invoices/bills by giving this effect.

PRICE AND PAYMENT

- a. **Price** - In consideration of the discharge of EMPANELLED AGENCY's obligations for all matters and things under this RFP and provision of services in relation thereto, in accordance with this agreement, HSCC shall pay to EMPANELLED AGENCY the consideration to be calculated in accordance with the financial bid submitted by the agency.
- b. **Invoicing** -
 - EMPANELLED AGENCY shall prepare and submit to HSCC the invoice before 5th of every month and it shall verify the same with 5 days after submission of the invoice and payment shall be made on or before the 12th of every month and HSCC will not pay any interest on delay payment.
- c. Empanelled Agency shall follow Collect and Pay model for the project, wherein payments will be released to deployed resources in this project within 07 working days of receipt of payments from HSCC.
- d. HSCC shall not bear any liability on account of delayed wages for workers and other compliances. Empanelled agency shall remain principal employer for worker in all respect.
- e. **Disputed Payments**
 - If a dispute arises regarding the payments to be made to EMPANELLED AGENCY hereunder, HSCC, as applicable, shall pay all undisputed amounts in accordance with the Agreement, and HSCC and EMPANELLED AGENCY shall attempt in good faith to resolve the dispute within a period of fifteen (7) Business Days after the expiry of the Due Date and, if unsuccessful, shall utilize the dispute resolution provisions mentioned in this agreement to resolve the payment dispute. Upon resolution of the dispute regarding the disputed amounts, HSCC shall pay such determined amounts, if any.

- The Parties agree that subsistence of the dispute will in no way affect the rights and obligations under this agreement.

TAXES: PRICE INCLUSIVE OF TAXES

- The price (Service charge + applicable taxes GST, if applicable) will be deemed to be inclusive of all taxes payable under the applicable law. EMPANELLED AGENCY shall charge applicable taxes in its invoice to Offices, it shall collect from HSCC and pay to the Government Authorities the said taxes, if applicable when due and payable, any and all taxes in relation to the performance of its obligations under this agreement. HSCC and its offices shall ensure that whether their office is exempt from the Goods and Service Tax (GST) under the notification 12/2007 dated June 28, 2017. If exempted then no need to pay the GST and if taxable then need to pay the GST over and above the Cost to the Company and their service charge.
- HSCC shall be entitled to deduct taxes (as required under applicable law) from all payments made by HSCC under this Agreement as per the prevailing rates and necessary certificates for taking tax credit for such tax deductions or withholdings, shall be provided to EMPANELLED AGENCY by HSCC in accordance with applicable law. EMPANELLED AGENCY shall provide HSCC with details, in writing, of its permanent account number in relation to income tax, along with the first bill for payments, and other information/ documents as may be required.
- In case of any changes in the tax regime, EMPANELLED AGENCY shall inform HSCC or Vice Versa vide a written communication about any such changes and the new tax rates that shall be applicable from the date of coming into force of the new tax rates and shall charge the new tax rates in the future invoices.

VARIATIONS: HSCC'S PROPOSED VARIATIONS

- HSCC may by Notice to EMPANELLED AGENCY propose a variation in work to be performed under this RFP ("Proposed Variation Notice").
- EMPANELLED AGENCY must as soon as reasonably practicable but in no event later than thirty (30) Business Days after receipt of a Proposed Variation Notice, issue a reasoned response to HSCC advising whether the proposed variation is, acceptable or unacceptable; if acceptable,
 - a. provide a revised program for execution with supporting details and calculations containing a break down for manpower and overhead costs; and
 - b. indicate what effect (if any) the proposed variation will have on the:
 - i. Price; and
 - ii. deployment schedule.
- If EMPANELLED AGENCY notifies HSCC that the proposed variation can be implemented and HSCC confirms in writing that it accepts the effect (if any) of the proposed variation as advised by EMPANELLED AGENCY, then EMPANELLED AGENCY must implement the proposed variation within the time period mentioned in Proposed Variation Notice or such other time as may be agreed between the Parties in writing.

Safety : The contractor/service provider/ firm will be fully responsible to comply all safety norms at the work place. He has to do the regular third party safety audit at site & will submit it all relevant documents to HSCC. He will fully responsible for any kind of safety measures to be adopted at site within his cost. He will fully responsible for any kind of mishappening at site & also he will take necessary insurance in this matter and even responsible for sort out of any relevant saftey/labour matter with his own cost.

Legal / Disputes: The HSCC can terminate agency/ his contact any time by giving notice period of 30 days without assigning any reason to the agency.

No arbitration clause will be applicable for the subject work. If there is any dispute that occurs at site within the contract period, the matter shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts.

During the settlement/Adjudication of disputes the contractor /service provider shall not stop the work & shall continue to work in terms of the contract.

Pricing of Variations: The Parties agree that:

- EMPANELLED AGENCY is under no obligation to perform any variation until both the adjustment to the Price; and adjustment to the timeline for deployment under the agreement have been agreed to by the Parties.
- Due to any change in applicable law, except change in tax, occurring after the Execution Date, if any variation is required in this agreement, the timeline of the deployment, the Parties shall agree in writing to the adjustment in the Price and the date for deployment of Personnel.
- Any proposed variation approved by HSCC or any variation required pursuant to the applicable law agreed between the Parties shall be a Variation.

INDEMNIFICATION

Indemnification by HSCC

- HSCC hereby agrees to indemnify, defend and hold harmless EMPANELLED AGENCY, its Personnel, shareholders and partners ("Indemnified Party"), from and against any and all Claim or Loss incurred or suffered by Indemnified Party for:
 - a. any non-compliance or violation of any applicable law or Government Approval to be complied with hereunder by HSCC or its Personnel;
 - b. any failure to pay taxes, duties, charges, costs, etc., by HSCC or its Personnel;
 - c. breach of HSCC's obligations contained in this agreement;
 - d. breach of HSCC's representations and warranties contained in this agreement;
 - e. bodily injury or death of any Person caused by HSCC's performance or non-performance of its obligations under this agreement unless the same is solely and directly attributable to EMPANELLED AGENCY's gross negligence, fraud or wilful misconduct under this agreement; or
 - f. loss of or physical damage to real property caused by HSCC's performance or non-performance of its obligations under this agreement unless the same is solely and directly attributable to EMPANELLED AGENCY's gross negligence, fraud or wilful misconduct under this agreement.

Indemnification by EMPANELLED AGENCY

- EMPANELLED AGENCY hereby agrees to indemnify, defend and hold harmless HSCC and its Personnel, shareholders and partners ("Indemnified Party"), from and against any and all Claim or Loss incurred or suffered by Indemnified Party for:
 - a. any non-compliance or violation of any applicable law or Government Approval to be complied with hereunder by EMPANELLED AGENCY or its Personnel;

- b. any failure to pay taxes, duties, charges, costs, etc. by EMPANELLED AGENCY or its Personnel;
- c. breach of EMPANELLED AGENCY's obligations contained in this agreement;
- d. breach of EMPANELLED AGENCY's representations and warranties contained in this agreement;
- e. bodily injury or death of any Person caused by EMPANELLED AGENCY's or its Personnel's performance or non-performance of EMPANELLED AGENCY's or its Personnel's obligations under this agreement unless the same is solely and directly attributable to HSCC's gross negligence, fraud or wilful misconduct under this agreement;

"UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS"

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

To,
HSCC (India) Limited,

Sub: Tender for “Empanelment of Agencies as a strategic partner for providing services to Government on behalf of HSCC (INDIA) LTD.”

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/We are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay HSCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Yours faithfully,

(SIGNATURE OF THE TENDERER WITH RUBBER STAMP)

Dated:

AFFIDAVIT

(To be submitted by bidder in ORIGINAL on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr.S/o..... R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for..... (*Name of the work*) To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.

I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at “**Form-N**”.

It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

(GENERAL INFORMATION)
 -: Structure & Organization:-

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos.	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership)	
6.	Place and Year of Incorporation	
7.	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with HSCC (Attach copy of power of Attorney)	
9.	<u>Bank Details :</u> Name of Applicant/Company Name of Bank : Address of Bank Branch : Account No. :RTGS, IFS Code. : (The bidder shall submit their Bank A/c Cancelled	

(Signature of Bidder with Seal)

LITIGATION HISTORY

(On letterhead of the applicant)

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant : M/s							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder