

TENDER

FOR

**“Providing Annual Maintenance and Operation Services
of OPD, IPD and A&E Blocks and related external
development works at LHMC, New Delhi”**

**SECTION-1
NOTICE INVITING e-TENDER
(NIT)**

VOLUME – I

(Replacing Page 1-11 of Standard GCC, Volume-II)



HSCC (INDIA) LTD.,

(A Government of India Enterprise)

E-6(A), SECTOR 1, NOIDA – 201 301, INDIA

TEL: 0120-2542436-40 FAX: 0120-2542447

Web : www.hsccltd.co.in

TENDER / NIT No. HSCC/LHMC/O&M/2023/08

HSCC (INDIA) LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)

Email Id: cpg-group@hsccltd.co.in

Dated: 24-08-2023

NOTICE INVITING E-TENDER (NIT)

1. HSCC (India) Ltd. hereby invites open online tenders on behalf of Director, Lady Hardinge Medical College (LHMC) online percentage rate basis in two bid system from the experienced & eligible contractors for carrying out their Operation & Comprehensive Maintenance of Civil Installation, Fire Fighting, Fire Alarm, PA System, Substation, Lifts, HVAC/ VRV Systems, Water Supply Pumps, BMS System, IT & LV Services, EPABX, Horticulture works, and Pest & Rodent Control etc. **for New OPD, IPD and A&E Blocks Lady Hardinge Medical College (LHMC), New Delhi.**

Tender Document No.	HSCC/LHMC/O&M/2023/08
Name of work	“Providing Annual Maintenance and Operation Services of OPD, IPD and A&E Blocks and related external development works at LHMC, New Delhi”
Brief Scope of work	Operation & Comprehensive Maintenance of Civil Works, Electrical Maintenance Works, Fire Fighting, Fire Alarm, PA System, Substation, Lifts, NCB, LMS, HVAC/ VRV Systems, supply Pumps, BMS System, IT & LV Services, CCTV, EPABX, Horticulture works etc. for Lady Hardinge Medical College (LHMC), New Delhi.
Period of Completion	12 Months. As per LOA
Estimated Cost put to tender	Rs.16.97 Crore (Rs. Sixteen Crores & Ninety Seven Lacs Only) including GST.
Earnest Money Deposit	Rs.26.97 Lacs (Rs.Twenty Six Lacs & Ninety Seven Thousand Only) in shape of demand draft of a scheduled bank issued in favour of “HSCC (India) Limited” Payable at New Delhi/Noida or Banker’s cheque or Bank Guarantee in favour of “HSCC (India) Limited” as per Annexure-III of NIT, <u>having validity 180 (One Hundred Eighty) days or more from the last date of receipt of tenders or any extension thereof.</u> Bank Details of HSCC (India) Ltd. are provided herewith for the purpose of preparation of Bank Guarantee (as per “Annexure - VI” of NIT) only:

	Name of Beneficiary: HSCC (India) Limited Bank: Punjab National Bank, Sec-27, Noida Current A/C No. : 2726001800000011 IFSCCode: PUNB0272600
Non-refundable Cost of Tender Document	Rs.5,900/- (Rs. Five Thousand & Nine Hundred Only) inclusive of GST @ 18.00% in the shape of Demand Draft in favour of "HSCC (India) Limited", payable at Noida/New Delhi.
Non-refundable Cost of E-tender Processing Fee	Rs. 2,950.00/- through e-payment gateway to RailTel Ltd.
Last Date & Time of submission of Online Tender	Upto 08-09-2023 by 15:00 PM (IST)
Period during which hard copy in original of Bank Guarantee against EMD (if submitted in form of BG), Letter of unconditional Acceptance of tender conditions, Affidavit for Correctness of Documents/ Information and other document as per NIT (if any) shall be submitted.	Upto 08-09-2023 by 15:00 PM (IST) on or before the date of opening of Technical Bid
Venue of Submission of hard copies	Office of the GM (Proc.), HSCC (India) Ltd., Venue of Submission of hard copies : Corporate office at E-6(A), Sector-1, Noida (U.P.)-201301
Date & Time of Opening of Technical Bid	Upto 08-09-2023 by 16:00 PM (IST)
Pre-tender Meeting & Venue	30.08.2023 at 15:00 Hrs. at HSCC (India) Ltd., E- 6(A), Sector – 1, NOIDA, (U.P.) - 201 301. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder
Date & Time of Opening of Financial Tender	Shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.
Validity of Offer	180 days from the date of opening of price bid

The tender document can be downloaded from website <https://hsc.enivida.com> and [HSCC website www.hsccltd.co.in](http://www.hsccltd.co.in). "Corrigendum's/Amendment's etc., if any, will be notified on this portal only and not be published".

2. Minimum Eligibility Criteria

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Joint-venture / consortia of firms / companies shall not be allowed and the bidder should meet the eligibility criteria themselves individually.

- ii) Experience of having successfully completed works during the last Seven (7) years ending previous day of last date of submission of tenders :
 - a. Three *similar works each costing not less than 40% of the estimated cost put to tender:

OR
 - b. Two *similar works each costing not less than 60% of the estimated cost put to tender:

OR
 - c. One *similar work costing not less than 80% of the estimated cost put to tender.

“*Similar works” shall mean “Operation & Comprehensive Maintenance of Civil Installation, HT & LT Electrical Installation, Fire Fighting, Fire Alarm, PA System, Substation, Lifts, HVAC/ VRV Systems, Water Supply Pumps, IT, Horticulture works”

- iii) The value of executed works, for the purpose of this clause shall also include the value of any materials (such as cement, steel, etc.), services (scaffolding, batching-plant, other machinery, etc.), which have been supplied by client/employer free of cost/ on discounted price to the contractor, and which have not been already included in the 'value of works executed' that is reflected/declared on the relevant 'experience certificate' or 'Letter of Award'. Such exclusion shall be specifically mentioned on the Letter of Award, 'Experience Certificate' and the 'value of free supplies' shall be separately certified by the employer, or in cases where the employer is a private entity, by a practicing cost/chartered accountant (holding valid certificate of practice), However work executed as labour contract shall not be considered.
- iv) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- v) The past experience of similar nature of work should be supported by completion certificate(s) issued by the concerned organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- vi) The past experience of similar nature of work should be in the name of the bidder and not in the name of associate company/ parent company/ group company/ subsidiary company etc. Past experience as part of a Joint Venture/Consortium/SPV (Special Purpose Vehicles) etc. shall also not be considered. Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.

B. Financial Strength:

- i) **Turnover:** Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2022. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

- ii) The value of annual turnover figures shall be brought to the level of the last Financial Year FY-2021-22 by enhancing the actual turnover figures at a simple rate of 7% per annum.
- iii) The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. Year in which no turnover is shown would also be considered for working out the average. In case a Company/Firm is less than 3 years old, then the average turnover shall be calculated taking the turnover for the year for which no data is provided as zero.

The bidders are required to upload and submit relevant pages of summarised Balance Sheet (Audited) for last three years ending 31st March 2022.

- iv) The turnover of the bidder on a standalone basis only shall be considered. The turnover of parent company/group company/subsidiaries or Consolidated Turnover shall not be considered.
- v) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive financial years ending FY-2021-22. Balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited by the Chartered Accountant.

The P&L Statement of parent company/group company/subsidiaries shall not be considered.

The bidders are required to upload and submit relevant pages of summarised Profit & Loss Account (Audited) for last five years ending 31st March 2022.

- vi) **Solvency Certificate:** Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender (ECPT). ***The certificate should have been issued within 6 months from original last date of the submission of the tender.***
- vii) Net Worth of the company /firm as on last day of the preceding financial year i.e. FY-2021-22, should be positive.

viii) **Foreign Certificate:**

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The EPC/Contractor shall also submit the completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country along with the bid.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate/High Commission in the respective country.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

In case of non-submission of above informations by bidders, the outside India work shall not be considered for prequalification.

Additional Qualifying Criteria:

- a) Agency currently working with HSCC, shall not be allowed to participate in this tender, if GST compliance till 31.03.2023 has not been done due to any reason.
 - b) The intending tenderer must submit the audited ITR of the last two financial year i.e., 2021-22 and 2022-23.
 - c) Agency currently working with HSCC or has worked with HSCC within last two years shall submit the performance review certificate issued by the HSCC competent authority and will be valid for three months from the date of issuance. (Annexure-VII).
 - d) In completion certificates submitted by the bidder, the bidder must have obtained "Very Good" and above rating in all the mentioned parameters such as quality of work, resourcefulness, financial soundness, technical proficiency, and general behavior etc. Any bidder having ratings below "Very Good" in any of the mentioned parameters shall be rejected.
3. The firm should submit an Affidavit duly notarized as per format enclosed at "FORM - H" should be submitted along with their Bid for correctness of Documents/ Information, which also certified the participating firm/bidder have not blacklisted/ holiday list/ barred /banned from tendering by any government agency or public sector undertaking or judicial authority/arbitration body etc.
 4. The intending tenderer must read the terms and conditions of HSCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.
 5. Those intending tenderers/contractors not registered on the website i.e., <https://hsc.enivida.com> mentioned above, are required to get registered beforehand. If needed they can be imparted training on Online tendering process as per details available on the website i.e., <https://hsc.enivida.com>. The intending tenderer must have class-III digital signature to submit the tender.
 6. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the e-tender website after having digital signature by the bidder and after uploading all the requisite scanned documents.
 7. Set of Contract/Tender Documents:
The following documents will constitute set of tender documents:
 - a) Notice Inviting e-Tender
 - b) Quoting Sheet for Tenderer
 - c) Instructions to Tenderers & General Conditions of Contract GCC
 - d) Bill of Quantities (BQQ).
 - e) Tender Drawings
 - f) Technical Specifications
 - g) Memorandum Annexure-I of NIT
 - h) Acceptance of Tender Conditions (Annexure-II of NIT)
 - i) Integrity pact **(If Required)**

- j) Addendum/Corrigendum, if any - Duly signed by authorized person
- k) "Form-H" of NIT – Affidavit for correctness of Documents/ Information.
- l) "Form-N" of NIT – Litigation History
- m) Special Conditions of Contract
- n) Pre-bid clarifications, if any

8. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
9. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment/during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

10. When it is desired by HSCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall be come invalid.
11. On opening date, the tenderer can login and see the tender opening process.
12. Contractor can upload documents in the form of JPG format and PDF format.
13. Contractor is required to upload scanned copies of all the documents including valid GST registration, EPF registration, PAN No. as stipulated in the tender document.
14. If the contractor is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.
15. Not with standing anything stated above, HSCC reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of HSCC. In case, tenderer's capabilities and capacities are not found satisfactory, HSCC reserves the right to reject the tender.

16. Certificate of Financial Turnover:

At the time of submission of tender, the tender shall upload Affidavit/Certificate from Chartered Accountant mentioning Audited Financial Turnover of last 3 years or for the period as specified in the tender document. However, one page of summarized balance sheet (Audited) and one page of summarized Profit and Loss Account (Audited) for last 03 years shall be uploaded and submitted in hardcopy also.

17. In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. The Rate shall be quoted up to 2 Decimals.

In case of Item Rate Tender, price shall be entered against each item in the in the Bill of Quantities/schedule of quantities. If the tenderer has not quoted for the all the items/the entire requirement as specified in the respective schedule/BOQ, the bid submitted by him shall be treated as unresponsive and be ignored.

18. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 3 days from the date of uploading of Tender on website. HSCC will reply only those queries which are essentially required for

submission of bids. HSCC will not reply the queries which are not considered fit like replies of which can be implied/ found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates as far as possible. Requests for Extension of opening of Technical Bids will not be entertained.

19. Integrity Pact. (For all Contracts valuing Rs. 5.00 Crores and Above)

Integrity Pact duly signed by the tenderer shall be submitted. Any tender without uploading pre-signed integrity Pact shall be liable for rejection.

Independent External Monitors

- i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- ii) The Independent External Monitor(s) (IEMs) have been appointed by HSCC in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders /Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCC's website i.e., www.hsccltd.co.in.
- iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCC and Contractor.
- iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub Contractors etc. with confidentiality.

20. List of Documents to be scanned, uploaded and also submitted in hard copy within the period of tender submission:

- a) Submitted in Original – Non- refundable Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document as Mentioned in NIT.
- b) Submitted in Original - Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD/ Bid Security. **Validity of EMD in terms of Bank Guarantee (as per Annexure-VI of NIT) shall be minimum period of 180 days from the original last day of submission of Tender.**
- c) Submitted in Original - Unconditional Letter of Acceptance of Tender Conditions (**Annexure-II** of NIT) (On Letter Head of the Applicant/ Bidder).
- d) Submitted in Original - Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information (**as per "FORM-H"** of NIT).
- e) Litigation History as per "**Form -N**" of NIT.
- f) Integrity pact duly signed by the contractor (Annexure-IV) (for all contracts valuing Rs.5.00 Crores & above). The bidders are required to download the Integrity Pact as uploaded in

the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites. **(If Required)**

- g) Details of Similar Work Experience Certificates- **“FORM-A”** of GCC.
- h) Details of Similar Works executed as part of JV/Consortium, and claimed in bid (if any) – **“FORM-B”** of GCC.
- i) Financial Details- **“FORM-C”** of GCC.
- j) TDS details for Private Sector Projects – **“FORM-D”** of GCC.
- k) Solvency certificate form a scheduled Bank as per **“FORM-E”** of GCC
- l) **Documents regarding Net Worth of the Company Firm.**
- m) **Memorandum** Annexure-I of NIT.
- n) Power of Attorney as per **“FORM – O”** of NIT / Board Resolution (if required) of the person authorized for signing/submitted the Tender.
- o) E-Payment Transaction details towards cost of processing fees.
- p) Valid GST registration, EPF registration, PAN No.
- q) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- r) Pre-bid clarifications, if any.
- s) General Information – Form-F of GCC.
- t) Work Experience Certificates consisting of details as mentioned in Form-G
- u) Registration Details of the contractor in the GST Act – Form-I of GCC.
- v) Performa for details of Client organization in respect of work experiencecertificates - Form-J of GCC.

NOTE: All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The document submitted in hard copy should be indexed and duly page numbered.

- (a) No Clarification will be sought in case of non-submission of **(a)** Original Cost of tender document or **(b)** Original EMD of requisite amount or **(c)** Original Unconditional letter of acceptance or **(d)** Original Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- (b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.
 1. In case of non-submission of Cost of tender fee, EMD of the requisite amount and/or Bank Guarantee in the physical form, the bid shall be rejected summarily without seeking any further clarification.
 2. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information is mandatory documents and need to be checked carefully for its correctness before submission of tender. The bid shall be rejected out rightly in case of its non-submission without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by HSCC in this regard.
 3. The bidders are advised to submit complete details with their bids as technical bid

Evaluation will be done on the basis of documents submitted by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after last date of submission of bids.

4. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
 5. All the uploaded documents should be in readable, printable, and legible form failing which the Bids are liable for rejection.
 6. The Bank Guarantee for EMD submitted by the bidders shall be strictly in format prescribed in GCC/NIT. In case, Bank Guarantee for EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.
- 21. HSCC reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. HSCC does not bind itself to accept lowest tender. The HSCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by HSCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by HSCC on this account.**
- 22. For abnormally low quote, a detailed justification will be required from the bidder with all the supporting documents and if he fails to justify the same, the tender will be rejected and the bidder will not be allowed to participate in the retender again.**
- 23. For all scheduled BOQ items, the nomenclature/rates/unit of applicable DSR item shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit, and rate of relevant DSR item will hold good.**
- 24. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.**
- 25. In case of any query, please contact Shri P.K.Bhatia, GM (Proc.) during the Office hours & Further, any correspondence / clarifications these Email Id: cpghscc@gmail.com & cpg-group@hsccltd.co.in can be used.**

NIT No. and Name of work are required to be mentioned on the bid envelope.

Sd/-
GM (Proc.)
HSCC

Memorandum

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values / Description to be Applicable for Relevant Clause(s)
1)	Name of Work		“Providing Annual Maintenance and Operation Services of OPD, IPD and A&E Blocks and related external development works at LHMC, New Delhi”
2)	Client/Owner		LHMC, New Delhi
3)	Type of Tender		Percentage rate
4)	Earnest Money Deposit	NIT	Rs.26.97 Lacs (Rs. Twenty Six Lacs & Ninety Seven Thousand Only)
5)	Estimated Cost	NIT	Rs.16.97 Crore (Rs. Sixteen Crores & Ninety Seven Lacs Only) including GST
6)	Time allowed for Completion of Work	NIT	12 Months
7)	Mobilization Advance	CC / 4.0	Not applicable
8)	Interest Rate of Mobilization Advance and /or other advances	CC / 4.0, 5.1, 23.4.2	N/A
9)	Schedule of Rates applicable		Civil Work: DSR 2021, HVAC: DSR 2022 Electrical work: DSR (E&M) 2022
10)	Validity of Tender	ITT / 8.0	180 (One Hundred Eighty) Days
11)	Performance Guarantee	CC / 2.0	5.00 % (Five Percent Only) of contract value within 15 days from the issue of Letter of Award
12)	Additional Performance Guarantee {Valid in case of Abnormally Low Bid (ALB) by the L-1 Bidder i.e. Winning Quote/ Bid is less than 85% of estimated Cost put to tender}	CC / 2.6	Full amount equivalent to the difference between the “85% of estimated Cost put to tender” and “ALB”

13)	Security Deposit / Retention Money	CC / 3.0	5.0% (Five Point Zero Percent Only) of the gross value of each running / final bill.		
14)	Time allowed for starting the work	ITT / 15.0	The date of start of contract shall be as per letter of Award.		
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	Interior/ Renovation works	Annual Repair & Maintenance of Buildings	Road Work
			30%	50%	50%.
			Note:- The Deviation Limit of Building Work shall also apply for combined works (Building and Road)		
16)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work	CC / 6.0	Building Works	Annual Repair and Maintenance of Buildings	Road Work
			100%	N.A.	N.A.
			Note:- The Deviation Limit of Building Work shall also apply for combined works (Building and Road)		
17)	Escalation	CC / 7.0	All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract		
18)	Recovery rate of work force supplied by HSCC to Contractor	CC / 71	As per GCC		
19)	Defect Liability Period	SCC	Not Applicable		
20)	Bank Guarantee for waterproofing work and anti-termite treatment	CC/52.0	As per GCC.		
21)	General Conditions of Contract	GCC	GCC		
22)	Utilization of products from recycled C & D waste as per C& D waste management Rule 2016	CC/53.1	Not Applicable		
23)	GST rate applicable in this contract	CC/18.0	18%		

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/as per Board Resolution)

HSCC (India) Ltd.
E-6(A), Sector-1,
Noida (U.P)-
201301

Sub: ““Providing Annual Maintenance and Operation Services of OPD, IPD and A&E Blocks and related external development works at LHMC, New Delhi””

HSCC/LHMC/O&M/2023/08

Sir,

- i) This has reference to above referred tender. I/We have read/viewed all the terms & conditions and 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 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)

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

Format for Power of Attorney for authorized signatory

**(To be submitted by bidder on non-judicial stamp paper of appropriate value
& duly attested by Notary Public)**

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to ____ ____, representing us in all matters before ____ ____, and generally dealing with ____ ____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Authorized Signatory of bidder)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

**HSCC (India) Ltd.
E-6(A), Sector-1,
Noida (U.P)-201301**

In consideration of HSCC (INDIA) LTD., having its Office at E-6(A), Sector-1, Noida (U.P)-201301 (hereinafter called "HSCC") which expression shall include its successors and assigns, having awarded a work order/contract / supply order No.
Dated (hereinafter called "the said contract") to M/s. (hereinafter called the contractor / supplier) which expression shall unless repugnant to the subject or context include its successor and assigns at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs.....(Rupees) being% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the..... Bank, (hereinafter called "The Bank") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at and branch office at hereby unconditionally and irrevocably undertake and guarantee payment to HSCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to HSCC under, in respect Or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by HSCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by HSCC to the bank with reference to this guarantee up to and aggregate limit of Rs.(Rupees..... only) the bank hereby agrees with HSCC that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of HSCC and liabilities of Supplier/Contractor till the date of expiry of BG i.e. The claim period of the Bank Guarantee shall be for a period of 12 Months after the date of expiry of BG.
2. HSCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and

condition soft he said contractor to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by HSCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, actor omission on the part of HSCC or any indulgence by HSCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This guarantee shall be in addition to any other guarantee or security whatsoever HSCC may now or at any time have in relation to the performance of the works/equipment and HSCC shall have full authority to take re-course or to enforce this security in preference to any other guarantee or security which the HSCC may have or obtained and no forbearance on the part of HSCC in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability here under.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HSCC in terms thereof are paid by the Bank or till expiry of the Bank Guarantee including claim period of Bank Guarantee, whichever is earlier.
5. The Bank Guarantee in no event be terminable, for any change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank here under shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of HSCC, by or between Supplier/ Contractor and the Bank.
6. The Bank here by waives all rights at any time in consistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to HSCC in terms hereof.
7. The amount stated in any notice of demand addressed by HSCC to the Guarantor as liable to be paid to HSCC by the supplier/contractor or as suffered or incurred by HSCC on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and HSCC be conclusive of the amount so liable to be paid to HSCC or suffered or incurred by HSCC as the case may be and payable by the Guarantor to HSCC in terms hereof subject to a maximum of Rs.....(Rupees only).
8. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 Months after the date of expiry of the Guarantee, the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs..... (Rupees only).

This guarantee will expire on Any claim under this Guarantee must be Received by us within 12 Months after the date of expiry.

Signed this.....day of.....at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (TENDER BOND)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

HSCC (India) Ltd.,
E-6(A), Sector-1,
Noida (U.P)-201301

In consideration of HSCC (India) Ltd., having its Registered Office at HSCC (India) Ltd., E-6(A), Sector-1, Noida (U.P)-201301 (hereinafter called "HSCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas HSCC (India) Ltd., as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto.....from the tenderer in lieu of Cash Deposit of Rs required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to HSCC (India) Ltd. immediately ondemand in writing and without demur/protest any amount but not exceeding Rs Any such demand made by HSCC (India) Ltd. shall be conclusive and binding on us irrespectiveof any dispute or differences that may be raised by the tenderer. Any change in the constitutionof the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the ...Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of HSCC (India) Ltd. in writing and this guarantee shall remain valid upto..... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2

Performance Review Certificate

Date of Issue: __/__/__

This is certified that the agency **M/s** _____ is currently working with HSCC (India) Ltd. on projects _____ at _____.

This is further certified that the agency has fully complied with the following: (Proofs attached)

Sr. No.	Description	Complied	Not Complied		
1.	GST Filing as on date of issue of certificate	Complied			
2.	Details of Pending Cases-Labour Laws related (of HSCC)	Complied			
3.	EPF	Complied			
4.	ESIC	Complied			
5.	Wages disbursement to labour as per minimum wages	Complied			
6.	Scope of work				
7.	Net Worth as on 31 March of previous Financial Year*	Rs. _____/-			
8.	Performance Report	Outstanding	Very Good	Good	Poor
a.	Resourcefulness				
b.	Financial Soundness				
c.	Technical Proficiency				
d.	General Behavior				

Competent Authority

* If the same is not available then last audited financial shall be referred

Note: This certificate is valid only for 3 months from date of issue.