HSCC INDIA LIMITED

Tender for

"Appointment of Consultant for preparation, uploading in applicable format and all approvals, clearances required for preconstruction activities from concerned Authorities for the works of Drug warehouse at five locations

(i.e. Bulandshahr, Shamli, Hapur, Muzaffarnagar, Modinagar) in Uttar Pradesh"

Tender No: HSCC/D&E/UP/DWH/2022

Feb' 2022



HSCC (INDIA) LTD. (A Subsidiary of NBCC (India) Limited) (A GOVERNMENT OF INDIA ENTERPRISE) E-6(A), Sector-1, NOIDA(U.P) 201301 (India)

Phone : 0120-2542436-40

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HSCC INDIA LIMITED NOTICE INVITING TENDER

Date: 01.02.2022

HSCC India Ltd., invites bids for the for the following works:

Name & description of work	Completion period of work	Tender fee (in Rs.)	Last Date of Submission& opening
Tender for "Appointment of Consultant for preparation, uploading in applicable format and all approvals, clearances required for preconstruction activities from concerned Authorities for the works of Drug warehouse at five locations (i.e. Bulandshahr, Shamli, Hapur, Muzaffarnagar, Modinagar) in Uttar Pradesh".	01 Calendar Month	500/-	10.02.2022 up to 14:30 hrs& Opening at 15:00 hrs.

For details as regards eligibility, bid security, purchase and submission of tender document, please refer detail advertisement and tender documents made available at HSCC website <u>www.hsccltd.co.in</u>. Prospective bidders are advised to regularly scan through HSCC web site as corrigendum/amendments etc., if any, will be notified on the HSCC web site and separate advertisement will not be made for this **DGM (Civil Structures), HSCC (I) Ltd**

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HSCC (INDIA) LIMITED E-6A, BLOCK-E, SECTOR-1, NOIDA

NOTICE INVITING TENDER – Detailed

Bids are invited by HSCC (India) Ltd. from the eligible consultants for the following works:

Name & description of work	Completion period of work	Estimated cost (Rs.)	Tender Fee (in Rs.)	Sale of Tender	Date of Submission & opening
Tender for "Appointment of Consultant for preparation, uploading the drawings in applicable format and taking all required approvals from concerned authorities for the construction work of Drug Warehouse at five locations (i.e.Bulandshahr,Shamli, Hapur,Muzaffarnagar, Modinagar)inUttar Pradesh".	Month	1,75,000/-	500/-	01.02.2022 to 10.02.2022 Upto 13:00 hrs.	

Complete set of tender documents has been made available only at HSCC website www.hsccltd.co.in interested applicants may download the same.

The interested agencies/firms may download the tender documents from HSCC websitewww.hsccltd.co.in

The bidders are required to submit

- (a) Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of "HSCC (India) Ltd." payable at Noida
- (b) Original bid security in form of demand draft(DD) for RS.3500/- (Three thousand five hundred only) in favour of "HSCC (India) Ltd." payable at Noida

(or)

The Firms/Consultants registered as MSEs under Ministry of Micro, Small & Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Earnest Money Deposit. Duly certified copy of relevant registration certificates to be submitted

It will be the responsibility of applicants/firms to ensure that complete tender documents has been downloaded.

HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are requested to regularly scan through HSCC website to announcement/clarifications/addendum/corrigendum if any will be notified on the company website and separate advertisement will not be made for it.

In case of last date of received of tender is declared /happened to be a public holiday; the tender will be received on the next working day.

Conditional tenders and tenders not filled in figure and words are liable to be rejected.

Dy. General Manager (Civil Structures) HSCC (India) Ltd.

INSTRUCTIONS TO BIDDERS

- 1. The tender for the works shall remain open for acceptance for a period of 90 days from the date of submission of tenders. If any bidder withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable, then the accepting authority shall without prejudice to any other right or remedy be at liberty to forfeit 100% of the said earnest money as aforesaid.
- 2. The bids shall include formats as per Annexure I to III duly filled up.
- 3. Applications containing false and /or incomplete information are liable to be rejected
- 4. Prospective bidders are advised to regularly scan through HSCC website as corrigendum/amendments etc. if any, will be notified on the company's website and separate advertisement will not be made for it.
- 5. Complete set of bid documents will be made available only at HSCC website www.hsccltd.co.in from 01/02/2022 to 10/02/2022 up to 13:00 hrs, interested applicants may download the same.
- 6. The bidders are required to submit
 - (a) Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of "HSCC (India) Ltd." payable at Noida
 - (b) Original bid security in form of demand draft(DD) for RS.3500/- (Three thousand five hundred only) in favour of "HSCC (India) Ltd." payable at Noida

(or)

The Firms/Consultants registered as MSEs under Ministry of Micro, Small & Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Earnest Money Deposit.Duly certified relevant registration certificates to be submitted

The last date of submission of bid is 10/02/2022 up to 14:30 hrs. The bids shall be opened on the same day at 15:00 hrs.

7. A contact person shall be assigned to respond to any query. Detail of contact person to be given as under.

i.	Name of Contact Person	:
ii.	Designation	:
iii.	Address	:
iv.	Contact Tel. No.	:
v.	Fax No.	:
vi.	Email address	:

8. The Consultants shall quote their rates without any condition. The conditional offers are liable to be rejected.

- 9. The Lump sump Consultancy charges quoted shall remain firm throughout the validity of contract. The consultancy charges should include cost of material, labour, tools and equipments, transport charges, all taxes, royalties, octroi etc. payable on all transactions for the due performance of work under this contract.
- 10. Income tax shall be deducted from Agency's bill as per Government of India norms.

DEFINITIONS

- 1. **"BID/Tender"** shall mean documents issued by HSCC (India) Limited to the prospective Bidder. The word "**Tender**" is synonymous with "**Bid**".
- 2. **"Bid Validity"** shall mean the period for which the Bids shall remain valid.
- 3. **"Bidder"** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **"Tenderer"** is synonymous with **"Bidder"**.
- 4. "Contract Agreement" shall mean the agreement to be signed between the Successful Tenderer and the competent authority of HSCC (India) Limited/ their authorized representative.
- 5. **"Date of commencement of work"** shall mean the date of award of work or the date of handing over of required documents, whichever is later in accordance with the phasing if any, as indicated in the tender document.
- 6. **"Engineer in Charge" (EIC)** means the Engineer Officer as authorized by HSCC (India) Limited.
- 7. "*HSCC (India) Limited*"/"HSCC" shall mean HSCC (India) Limited, having its corporate office at E-6(A), Sector 1, Noida 201 301.
- 8. "Letter of Award" shall mean the letter issued by the HSCC (India) Limited to the Successful Tenderer inviting him to sign the Contract Agreement.
- 9. **"Successful Tenderer"** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
- 10. "Similar Works" as defined in eligibility criteria.
- 11. **"NIT"** means **Notice Inviting Tender.** The word "**Notice Inviting Tenders**" is synonymous with "**Notice Inviting Bids**".
- 12. Client/Principal Employer/Employer shall mean HSCC India Limited.
- 13. "Accepting Authority" means Deputy General Manager(Civil Structures), HSCC (India) Limited.

INSTRUCTION FOR SUBMISSION OF APPLICATIONS

ENVELOPE-I (Tender Fee & Bid Security / MSE Certificates)

Shall contain

- (a) Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of "HSCC (India) Ltd." payable at Noida
- (b) Original bid security in form of demand draft(DD) for RS.3500/- (Three thousand five hundred only) in favour of "HSCC (India) Ltd." payable at Noida

(or)

The Firms/Consultants registered as MSEs under Ministry of Micro, Small & Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Earnest Money Deposit.Duly certified relevant registration certificates to be submitted

ENVELOPE-II (Pre-qualification documents)

Shall contain

- (a) All Pre-Qualification Documents &Annexures **except** Annexure-II (Price Bid) duly filled in, signed and stamped and credentials of agency/documentary proof in support wherever required.
- (b) Tender Document duly signed and stamped.

ENVELOPE-III (Price Bid)

Shall contain

(a) Price bid as per format provided in Annexure-II.

These envelopes I to III should be sealed in IVth envelope and should be delivered by hand or by registered post/speed post/courier on or before the last date and time of submission to

Dy. General Manager (Civil Structures), HSCC (India) Ltd. E-6(A), Sector-I, Noida-201301, Uttar Pradesh.

The bids shall be valid for 90 days from the last date of submission.

PROJECT SUMMERY

Consultant shall upload, submit and get approval in Pre DCR format from concerned authority at below mentioned sites in Uttar Pradesh.

Sr.No.	Project Location	Plot Area	Built-up Area
1.	Bulandshahr	5000 Sqm	2100 Sqm
2.	Shamli	5100 Sqm	2000 Sqm
3.	Hapur	19,000 Sqm	2000 Sqm
4.	Muzaffarnagar	5000 Sqm	2000 Sqm
5.	Ghaziabad	3500 Sqm	2100 Sqm

Pre DCR is a specialized format for conversion of AutoCAD drawings to a format of approval of drawings in various development authorities of Uttar Pradesh.

The above mentioned plot area and built up area shall be varied to any extent.

INFORMATION REQUIRED FOR PREQUALIFICATION

Bid submitted shall include the following information:

- i. Should have successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following;
 - a) Three similar completed works consisting not less than the amount equal to 40% of the estimated cost.

Or

b) Two similar completed works consisting not less than the amount equal to 60% of the estimated cost.

Or

c) One similar completed works consisting not less than the amount equal to 80% of the estimated cost.

Similar works here mean "preparation, uploading in applicable format and all approvals, clearances required for preconstruction activities from concerned Authorities" for all kinds of Buildings.

Proof of average annual gross turnover of last three financial year 2017-18, 2018-19, 2019-20 should not be less than Rs. 21.00 Lakhs (Rupees Twenty one Lakhs Only). The firm should not have incurred any loss in more than two years during last three years ending on 2019-20. The year in which no turnover is shown, would be considered for working out the average.

All bidders should submit the proof of works executed as above.

The estimated cost of the work of is Rs. 1,75,000/- (Rupees One Lakh Seventy five Thousand Only).

SCOPE OF SERVICES

- > Drawings to be converted in PreDCR/prescribed format of authority.
- Submission and Approval of Building Plans/site plan from the local body/Authority.
- > Upload the proposal and mitigate all errors till final approval.
- Liaising with authority and obtain approvals.

GENERAL CONDITION OF CONTRACT

1. Obligations of consultant

Consultant shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and within the agreed time schedule.

Consultant shall carry out all its responsibilities in accordance with recognized professional standards and shall be responsible for the items as per scope of services in all aspects.

Consultant shall act as a faithful advisor to the Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Client.

2. Obligations of client

It is expected that the following facilities would be provided free of cost by the HSCC to Consultant and its associate team for carrying out the required services.

- i. All relevant records, project reports, drawings, data and other technical material.
- ii. Necessary instruction letters and other assistance, if required shall be extended to Consultant and its associates for additional data / information from other agencies /departments in connection with this work.

3. Time schedule

The above works shall be completed within One month from the date of award of work.

If Consultant fails to complete all items of work(s) in respect of any of the sub-group and /or work as a whole as the case may be and specified in scope of work before the expiry of the period (s) of completion as stipulated in the aforesaid schedule, or any extended period (not due to the fault of consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Client on account of such default, pay as compensation not by way of penalty on incomplete work value of contract, 1.0 % per month of delay to be computed as per day basis. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 5% of contract value. The amount of compensation may be adjusted/ set off against any sum payable to the Consultant under this contract.

Consultant shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and within the agreed time schedule. Consultant shall carry out all its responsibilities in accordance with recognized professional standards and shall be responsible for the items as per scope of services in all aspects, Consultant shall act as a faithful advisor to the Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Client.

4. Bid validity

The bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of bids.

5. Consultancy charges and terms of payment

The payment shall be released on submission of running bill giving details of activities completed at relevant stage.

The consultancy charges shall include GST at the applicable rates as per Government of India norms and all other levies, taxes, duties etc.

The Consultancy charges shall be payable to Consultant for entire services listed under scope of services.

Sr.No.	Milestones	%age of Consultancy charges
1.	On submission of building plans/site plan in required format to the local body/concerned authorities.	30
2.	On obtaining approval from local body/concerned authorities.	70
	Total:	100

The **terms of payment** shall be as follows:

Security deposit @ 5% should be deducted from every running bill which shall be released after the completion of the work.

6. Indemnification by consultant

Consultant shall indemnify the Client against all actions, suits claims, demands brought or made against in respect of anything done or committed the consultants and its staff in discharging its obligations and responsibilities under this contract.

7. Settlement of disputes

All disputes that may arise between the parties in connection with this contract shall be attempted to be resolved amicably and through mutual considerations. That in event of the dispute /differences are not resolved amicably, all such disputes shall be referred to a sole Arbitrator to be appointed by HSCC India Limited. The arbitration proceedings shall be governed by the provisions of The Arbitration and Conciliation Act 1996. The seat of arbitration shall be New Delhi. The award passed by Arbitrator shall be final and binding between the parties. The language of Arbitration shall be English.

8. Applicable law

This contract its meaning, interpretation and the relationship between the parties shall be governed by laws of India

9. Jurisdiction of courts

This contract is deemed to be concluded at Delhi and only of delhi to the exclusion of all other courts shall have jurisdiction to entertain the dispute between the parties arising out of or in relation to this contract.

10. Force majeure

For the purpose of and within scope of the contract by way of indication and not of limitation, the term "Force majeure" as employed herein shall mean acts of God, lockout or other industrial disturbances, acts of public enemy war, blockades, insurrection, riot, epidemics, landslides, earthquakes, storm, lightning, floods, wash - outs, civil disturbances, explosions and any other similar events not within the control of either party and which by exercise of due care and diligence neither party is able to prevent or overcome.

Either party affected by 'force majeure' should without delay inform in writing the other party of the beginning and cessation of the said circumstances. HSCC may grant an extension of completion time for the services in the event of occurrence of force majeure – condition and reasons beyond the control of Consultant.

In the event of the occurrence of force majeure- condition continues for 30 days, both parties have the right to terminate the contract.

11. Abandonment of work:

If the consultant abandon the work for any reason whatsoever or become incapacitated from acting as Consultant as aforesaid, the accepting authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be payable to the consultant under this agreement. Provided, however, that in the event of termination of the being under proper notice, the consultant shall be liable only to refund any excess payment made to them over and above what is due to them in accordance with the terms of this agreement, for the services performed by them till the date of termination of the agreement.

12. Termination/ Determination of Recession of Agreement:

The accepting authority, without any prejudice to its rightsby advance notice of 15 days in writing absolutely determines/ terminates the contract in any of the following cases:

i. If the Consultant being a firm/Company shall pass a resolution or the court shall make any order that the firm/company shall be wounded up or if receiver or a

manager on behalf of a creator is appointed or if circumstances arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make winding order.

- ii. If the Consultant commit breach of any of the terms of the agreement or when the Consultant have made themselves liable for under any of the clauses aforesaid, the accepting authority shall have powers:
 - a) To determine or rescind the agreement.
 - b) To engage another Consultant to carry out the balance work and recovery from the consultants the excess amount, if any, so spent by the Institute in the completion of the work assigned to the consultant.
- iii. In the event of termination, the consultant shall be liable to refund the excess payment if any made to them over and above what is due in terms of drawings or details prepared by the consultant.

13. FORFEITURE OF EARNEST MONEY:

- i. If consultant withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the HSCC shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of the earnest money absolutely.
- ii. In case the Consultant fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, after the date on which the Engineer-in-charge issues written orders to commence the work, or from the date of handing over of site, whichever is later, the HSCC shall, without prejudice to any other right or remedy, be at liberty to forfeit whole the earnest money absolutely.
- iii. If only a part of the work as shown in the tender is awarded, and the Consultant does not commence the work, the amount of the earnest money to forfeit to the accepting authority should be worked out with reference to the estimated cost of the work so awarded.

In case of forfeiture of earnest money as prescribed in (i) to (iii) above, the consultant shall not be allowed to participate in the retendering process of the work

14. General:

The consultant shall be fully responsible for the technical soundness of the work including that of specialist engaged by them and also to ensure that the work is carried out generally in accordance with requirements of HSCC India Limited.

The accepting authority may have the work supervised and inspected at any time by any officer nominated by it who shall be at liberty to examine the records, reports of the Consultant.

The appointment of the accepting of the accepting authority's own supervisory staff does not absolve the consultant of their responsibility.

Annexure-I

UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the tender document. I/We do hereby declare that the information furnished in application and in the supplementary formats at Annexure II-III is correct to the best of my /our knowledge and belief and no part of information is false.

Signature of Applicant Name (Block letter) Complete Postal Address: & Contact No. Place:

Date: Seal of Office

Annexure-II

PRICE BID

The Consultancy charges shall be payable to Consultant for entire services listed under scope of services.

Sr.No.	Scope of Services			
1.	Drawings to be converted in PreDCR/prescribed format of authority.			
2.	Submission and Approval of Building Plans/site plan from the local body.			
3.	Upload the proposal and mitigate all errors till final approval.			
4.	Liaising with authority and obtain approvals.			
other lev (inRs.)	vies, taxes, duties etc. (In figures)			
the appl	onsultancy charges include GST/services tax at ication rates as per govt. of India norms and all vies, taxes, duties etc. (In Words)			

Authorized Signatory of Agency with Seal

Annexure-III

Sr. So.	Project Name	Name of Client	Type of work	Detail of other works involvement if any

FORMAT FOR SUBMISSION OF EXPERIENCE

Authorized Signatory of Agency with Seal

SPECIAL CONDITIONS OF CONTRACT

- 1. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelope, will be received by accepting authority and will be opened by him or his authorized representative in his office on the scheduled day.
- 2. The competent authority does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 3. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the consultant who resort to canvassing will be liable to rejection.
- 4. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
- 5. The consultant shall not be permitted to tender for work in the M/s HSCC (responsible for award and execution of contracts) in which his near relative is posted in HSCC. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the HSCC's Engineering Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of cosultants of this Institutes/debarring for further tendering in the Institute for at last 5 years.
- 6. No Engineer or other employee in Engineer or Administrative duties in Engineering Department of the Institute/HSCC is allowed to work as consultant/contractor for a period of two year after his retirement from Institute/HSCC's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled in either the contractor or any of his employees is found at any time to be such a person who had no obtained the permission to the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
- 7. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any bidder withdraws his tender before said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the institute shall, without prejudice to any other right or remedy be at liberty to forfeit 100% of the said earnest money as aforesaid.
- 8. Each bidder shall submit only one tender either by him or as partners in a joint venture. A bidder who submits or participates in more than one tender will be disqualified.

- 9. Unless otherwise stated, the contract shall be for the whole work as described in the "scope of work" and the drawings. The Consultant shall be bound to complete the whole work as described in scope of work and the drawings, including additional items, if any as per drawings and instructions. The issuance of certificate of completion as issued by the M/s HSCC shall be mandatory and will be conclusive proof of completion of work.
- 10. Interpretations corrections and changes to the Tender Document shall be made by addendum if required.
- 11. Each Bidder shall ascertain prior to submitting his tender that he has received all addenda issued and he shall so acknowledge their receipt in his tender.
- 12. The rates shall be inclusive all revision/proposed required till the finalization of jobs, compliance of all requirements to be submitted to the competent authority in all respects to the entire satisfaction of the Engineer-in-Charge.
- 13. All the documents created out of the assignment will become the sole property of the HSCC India Limited.
- 14. All Government application fee as required shall be paid by the client.