

HSCC (INDIA) LIMITED
(A Government of India Enterprises)
E-6(A), Sector-1, Noida (U.P)-201301

TENDER

FOR

“Providing Security Services, etc. in HSCC Offices, Sites, Properties, Client offices, etc located anywhere in India”

Tender No: - HSCC/HRM/RECURITY/2013

Volume - I

- **PREQUALIFICATION**
 - **INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**
 - **SPECIFICATIONS**
- September -2013**



HSCC (INDIA) LTD.
(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)
E-6(A), sector-1, NOIDA(U.P) 201301 (India)

Phone: 0120-2542436-40

Fax: 0120-2542447

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

HSCC/HRM/NIT/13

23.09.2013

Notice Inviting Tender for Providing Security Services

Sealed tenders in two bid system are invited from the security agencies registered with PF,ESI and other statutory bodies in Delhi/NCR for providing round the clock security services. The last date of submission of tenders is **07.10.2013 03:00 p.m.** For forms and other details please visit our website at www.hsccltd.co.in. Prospective bidders are advised to visit HSCC website as corrigendum/amendments etc., if any, will be notified on the company's website and separate advertisement will not be made for this.

Sr. Mgr (HRM)

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

Tender No. HSCC/HRM/NIT/13

Dated: 23.09.2013

NOTICE INVITING TENDER – DETAILED

Sealed tenders are invited from the reputed and experienced firms for engagement of agency for providing security guards, , etc. work as specified below.

S.No.	Name & description of work	Date of issue of tender document from	Last date of submission (at HSCC Office Noida)	Bid Security (EMD) amount (in Rs.)	Tender Document Fee (in Rs.)
1	Tender For Engagement Of Agency For providing Round the Clock Security Services by deploying security guards, etc.	23.09.2013 to 09.10.13 upto 13:00 hrs	07.10.13 upto 15:00 hrs Opening at 15:30 hrs.	Rs. 40,000/-	Rs.1000/- only

Complete set of Tender Documents comprising Volume- I & II has been made available at dispatch counter of HSCC (India) Ltd., Corporate office at E-6(A), Sector-1, Noida (U.P.), Pin: 201301 and also at HSCC (India) Ltd. website www.hsccltd.com. The interested applicant firms may download and check their eligibility for the tender.

Interested applicant firms can obtain the complete set of tender documents comprising of Vol I & II either in person from the office of **HSCC (I) Ltd, Noida** on any working day as mentioned above on written request mentioning the name & description of work against a non refundable fee of *Rs.1000/- (Rs. One Thousand only)* through Cash/demand draft in favour of "*HSCC (India) Ltd.*" payable at *Noida / New Delhi* or download the complete set of documents from the websites mentioned above and submit with their bids. In case the bidder uses Tender documents downloaded from website, the tender document fee of Rs.1000/- should be enclosed in envelope no.1 in the form a Demand Draft in favour of "*HSCC (India) Ltd.*" payable at *Noida / New Delhi*.

Bidders submitting their bids on documents downloaded from websites should ensure submission of the tender document fee as stated above as non-submission of the tender document fee shall make the bids liable to be rejected.

The tender documents should be submitted complete in all respects alongwith requisite amount of bid security (EMD) in the form of Demand Draft from a Scheduled Bank payable at *Noida / New Delhi* in favour of "*HSCC (India) Ltd.*" on or before due date and time as mentioned above at HSCC (India) Ltd., Corporate office at E-6(A), Sector-1, Noida (U.P.),Pin: 201301.

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

Prospective bidders are advised to 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 this.

-sd-
Sr. Mgr (HRM)

VOLUME - I

PART A

PREQUALIFICATION

PREQUALIFICATION DOCUMENT

NAME OF WORK: **“Providing Security Services, etc. in HSCC Offices, Sites, Properties, Client offices, etc located anywhere in India”**

Estimated Cost of the work is Rs.20,00,000/- (Rupees Twenty Lac Only) per annum.

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

1.0 SCOPE OF WORK:

Providing Security services in HSCC Offices, Sites, Properties, Client offices, etc located anywhere in India

Period of Contract: This Contract shall be valid for a Period of One Year.

- 1.1 Pre-Qualification is open to all the firms having sound financial background and experience of successfully executing the project of similar nature and magnitude as per details.

2.0 SUBMISSION OF APPLICATION:

- 2.1 Application for Pre-Qualification must be submitted complete in all respect in sealed envelopes which must be either delivered by hand or by registered mail, to SR. MANAGER(HRM), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector-1, NOIDA, U.P.-201301, so as to reach not later than **07.10.2013** before **1500 Hrs.** and be clearly marked

“Tender for providing security services etc. in HSCC Offices, Sites, Properties, Client offices, etc located anywhere in India”.

Please refer to Part B for further details.

- 2.2 The name and mailing address of the Applicant should be clearly marked on the envelope.
- 2.3 All the information asked for pre-qualification shall be answered in the ENGLISH language by all the agencies/firms.

- 2.4 Failure to provide information in the stipulated format enclosed or to provide timely clarification or substantiation of the information supplied (considered essential to evaluate the Applicant's qualification) may result in disqualification of the Applicant.

3.0 MINIMUM CRITERIA FOR PRE-QUALIFICATION:

Pre-Qualification will be based on meeting all the minimum criteria for pre-qualification

- 3.1.1 The Applicant should meet the following minimum criteria for Pre-Qualification :

- (i) Average Annual Financial Turnover during the last three financial years i.e. 2009-2010, 2010-2011 & 2011-2012 should be at least 30% of the estimated cost for this project. Audited balance sheet/ Annual income tax return to be submitted (Fill enclosed Annexure III).
- (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

Three similar completed works* costing not less than the amount equal to 40% of the estimated cost.

or

Two similar completed works* costing not less than the amount equal to 50% of the estimated cost.

or

One similar completed work* costing not less than the amount equal to 80% of the estimated cost.

* Similar works means:

“Providing Security Services in Central Govt./State Govt./Govt Institutions/Local bodies/CPSUs/ Autonomous Govt. Institutions”

A Certificate from client for completion of work(s) must be submitted along with application.

- 3.2 Financial Capabilities: The Applicant should submit Audited Balance Sheets/Certified account statement showing turnover & net profit from Chartered Accountant for the last three financial years i.e. 2009-2010, 2010-2011 & 2011-2012. IT return to be submitted The applicant should not have incurred any loss in more than two years during the last five years ending 31st March 2012 (Fill enclosed ANNEXURE-III).
- 3.3 The firm should submit an affidavit duly notarized that they have not abandoned any work of Union Government/ State Governments/ PSU's etc. during the last 5 years. They should also submit an affidavit that they have not been blacklisted, debarred, declared

non performer or expelled by Union Government/ State Governments/ PSU's etc. during the last 5 years

- 3.4.1 The applicant should provide information regarding litigation/ Arbitration cases if any for the last five years as per ANNEXTURE- V
- 3.4.2 The applicant must submit an undertaking that there will be no disruption of services & payment to guards, etc. in case the payment is delayed upto 4 months and they are capable of making payment to their employees.

4.0 PERSONNEL, EQUIPMENT CAPABILITIES

- 4.1 The firm should have suitable experienced personnel for the successful completion of the work. List of employees shall be submitted. Fill enclosed ANNEXURE-I

5.0 EXPERIENCE OF EXECUTION OF WORK OF SIMILAR NATURE & COMPLEXITY

The applicant shall submit information about their the past experience in execution of projects of similar nature and complexity with information about magnitude of the Works, Type of Works, Completion Certificate from Client, (Fill enclosed ANNEXURE-IV).

6.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH APPLICATION

- 6.1 Registration/ Licence: The firm should have Service Tax Registration, PF Registration, ESI Registration & PAN No. with the appropriate Authorities. Copy of valid licence under section 12 of contract labour (registration and abolition) act 1970.
- 6.2 The contractor/ firm/applicant will indemnify HSCC, against all panel action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant along with prequalification.
- 6.3 The applicant shall submit the supporting documents regarding the information given in the ANNEXURE-I to ANNEXURE-V.
- 7.0 Even though the Applicants meet the minimum PQ criteria, they are subject to be disqualified, if they have:
 - made misleading or false representation in the form, statement and attachments submitted; /or
 - record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
 - The performance of any agency already worked/ working with HSCC is not found satisfactory/or

- found to have been black listed, debarred or non performer in any of the works as on date of submission of bid.
- Non response or non submission of clarifications within specified time

8.0 The applicants are advised to visit the Office location to get first hand information as regards its approach, accessibility, working conditions, site conditions, etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application shall be borne by the applicant irrespective of the outcome.

9.0 If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.

9.1 HSCC may ask for any additional information and/ or clarification from the applicant. The applicant shall submit such additional information and/ or clarification as requested by HSCC within the time specified in the communication.

10.0 The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.

11.0 Even though the agency meets all the criteria, the Employer reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.

11.1 In case working with HSCC, Performance Certificate from concerned in HSCC must be attached.

12.0 UPDATING QUALIFICATION INFORMATION

12.1 Applicants shall be required to update the financial information used for Pre-Qualification as and when asked for and at the time of submitting their bids, to confirm their continued compliance with the pre-qualification criteria and verification of information provided.

13.0 GENERAL

13.1 Financial bid of only agencies / firms who have been pre-qualified will be opened.

13.2 The Employer reserves the right to:

- (a) Reject or accept any application without assigning any reason or incurring any liability thereof
- (b) Cancel the pre-qualification process and reject all applications
- (c) Split the works into different packages if required
- (d) Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.

- 13.3 Joint venture companies or experience of any work done in joint venture shall not be considered.
- 13.4 No correspondence either from successful / pre-qualified applicant or unsuccessful applicant will be entertained in this regard.
- 13.5 Check list format attached at Annexure VI must be filled and enclosed along with the application.

SR. MANAGER(HRM)
HSCC (India) Ltd.

LETTER OF APPLICATION

[NOTE: On the letterhead paper of the applicant including full postal address, telephone no., fax no., telex no. and cable address]

Date: _____

To,
SR. MANAGER(HRM)
HSCC (I) LTD.
E-6(A), Sector-1, Noida (U.P.)-201301

Sir,

1. Being duly authorised to represent and act on behalf of
(Hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the **“Tender for providing security services, etc. in HSCC Offices, Sites, Properties, Client offices, etc located in NCR & anywhere in India”**

Tender Number	Client Name
HSCC/HO/SECURITY/2012	HSCC (I) LTD. E-6(A), Sector-1, Noida (U.P.)-201301

2. Attached to this letter are copies or original documents defining:
- (a) the applicants legal status
 - (b) the principal place of business
 - (c) application form no. 1 to 6
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your agency and its authorized representatives may contact the following persons for further information:

General, Personnel, Technical and Financial Enquiries	
Contact 1 :	Telephone 1 :
Contact 2 :	Telephone 2 :

5. This application is made in the full understanding that :
- (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for pre-qualification at the time of bidding
 - (b) Your agency reserves the right to :
 - amend the scope and value of the contract / bid under this project ; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements ; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof ; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant
6. The undersigned declare that statements made and the information provided in the duly completed application are , true and correct in every detail.

Sealed & Signed
Name
For and on behalf of

APPLICATION FORM NO. 1

GENERAL INFORMATION

All individual firms applying for pre- qualification are requested to complete the information in this form. Information to be provided for all owners or APPLICANTS who are partnerships or individually-owned firms.

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Registration Year of incorporation/ registration

Authorized Signatory of bidder

APPLICATION FORM NO. 2

STRUCTURE AND ORGANIZATION

1. Name & address of the applicant
2. Telephone No. / Telex No. / Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status)
 - (a) An individual
 - (b) A proprietor firm
 - (c) A firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (attach attested photocopy)

Organisation /Place of registration	Registration No.
-------------------------------------	------------------
5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant ever abandoned the awarded work before its completion ? If so, give name of the project and reasons for abandonment.
9. Has the applicant ever been debarred / black listed for tendering in any organisation at any time ? If so, give details.
10. Has the applicant ever been convicted by a court of law? If so, give details.
11. Any other information considered necessary but not included above.

Authorized Signatory of bidder

PERSONNEL CAPABILITIES

List of Employees.

Authorized Signatory of bidder

**APPLICATION FORM NO. 5
FINANCIAL CAPABILITIES**

ANNEXURE - III

(Rs. In lacs)

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet /Certified Account Statement showing turnover & net profit from Chartered Accountant.
2009-2010	Rs.
2010-2011	Rs.
2011-2012	Rs.
Average Annual Turnover over the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2009-2010	For year 2010-2011	For year 2011-2012
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

Note: Attach copies of audited balance sheets / Certified Account statement showing turnover & net profit duly certified by the chartered accountant for all above years. Chartered Accountant should mention the membership number issued by ICAI along with full address. IT returns for these years.

Authorized Signatory of bidder

APPLICATION FORM NO. 6

ANNEXURE - IV

EXPERIENCE OF EXECUTION OF WORK OF SIMILAR NATURE & COMPLEXITY

(During last seven years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Vaue of work in Lakhs	Period	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information

Authorized Signatory of bidder

Litigation Details

Court Cases/arbitration

<u>Name of Bidder</u>

Brief details/Information of legal cases.

Authorized Signatory of bidder

Check-List

S.No	Criteria	Requirements	Cross Referencing / Page no. at which required information is available (To be mentioned)	Indicate Eligibility Y / N
1	Average Turnover for last three years	30% of the estimated cost		
2	Experience	During last seven years <ul style="list-style-type: none"> ▪ Similar completed work, 3 nos. of value not less than 40% of the estimated cost ▪ Similar completed work, 2 Nos. of value not less than 50% of the estimated cost ▪ One Similar work completed of value not less than 80% of the estimated cost 		
3	Personnel Capabilities	List of employees		
4	Financial Capability	<ul style="list-style-type: none"> ▪ Profit earning 		
5	Abandoning / debarred/Blacklisting	Affidavit regarding not abandoned /Black listing/debarred/declared non performer for any work of Union Govt./State Govt./ PSU's etc. during last 5 years		
6.	Undertaking to Indemnify	In respect of Clause 6.2		
7.	PQ document fee, in case down loaded from web site			

Authorized Signature of Bidder with stamp

VOLUME - I

PART B

INSTRUCTIONS TO
BIDDERS
&
TERMS & CONDITIONS
OF CONTRACT

INFORMATION TO BE PROVIDED

SN	Document Name	Whether attached or not	Page No
1.	Registration No. of the Bidder _____	Yes/No	_____
2.	PAN _____	Yes/No	_____
3.	EPF Registration No. _____	Yes/No	_____
4.	ESI Registration No. _____	Yes/No	_____
5.	Service Tax Registration No _____	Yes/No	_____
6.	EMD of Rs.40,000/- DD No. _____ Date _____ and Issuing Bank _____	Yes/No	_____
7.	Address for Communication along with Phone, Fax & Mobile :.....		
8.	Address of Regd. Office along with Phone, Fax & Mobile :.....		
9	Specify as to the bidder is a sole Proprietor/Partnership firm/ Company _____	Yes/No	_____
10	In case of the application is being made by a partnership firm the application should be accompanied by an attested copy of Partnership Deed : _____	Yes/No	_____
11.	In case private limited company, an attested copy of Memorandum & Articles of Association to be attached with the tender form _____	Yes/No	_____
12	In case of the application on behalf of a Company/firm furnish an authority letter empowering the applicant to apply for engagement as security _____	Yes/No	_____
13	A declaration stating as the payment of wages		

to the personnel deployed should be made as per the recent notification under the payment of Minimum Wages Act, 1948 should be attached With the tender document by the bidder.

_____ Yes/No _____

- 14 The tender should be valid for six months from the date of opening of the tender. _____ Yes/No _____
- 15 Performance Report from Govt. organizations indicating value of work performed & period _____ Yes/No _____
- 16 Non-Conviction Certificate that the bidder has not been convicted/black listed by any Govt. agency/PSU or Institution _____ Yes/No _____
- 17 List of Institutions with period, to whom similar services are being provided _____ Yes/No _____
- 18 Organizational set up clearly indicating the ratio between daily wages and permanent staff _____ Yes/No _____
- 19 An attested photo copy of the agreement already/ ongoing contract with any Govt./PSU/Institution _____ Yes/No _____
- 20 Copy of the list of Govt. recognition/approval of the statutory authorities. _____ Yes/No _____
- 21 A certificate that the agency has verified the antecedents and police verifications of all the persons before deploying them. _____ Yes/No _____
- 22 Name of the contact person Phone, Mobile & Fax No.

We as a bidder(Name of the bidder) accept all terms and conditions of the bid document and it supercedes all other terms and conditions given in the tender by the bidder.

Signature of the bidder
 Name and Designation of the Signatory
 Date
 Seal of the Company

SCOPE OF WORK /JOB DESCRIPTION

1. To provide round the clock security services at the HSCC Offices, Sites, Properties, client offices, etc anywhere in India.
2. The agency shall be responsible for all security measures and arrangements to safeguard the movable and immovable property and prevention of theft within the premises.
3. Protection of persons in the premises.
4. Evacuation of persons in case of fire or natural calamities.
5. Prevention of unauthorized entry of personnel including all types of outside vendors in the premises of the company.
6. The security guard should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting equipment available on the spot..
7. Any other work of similar nature assigned to the agency by HSCC from time to time.
8. The agency staff shall work under the supervision of the Sr. Manager (HRM) and/or any other officer assigned by him. The agency shall provide round the clock security on shift basis as specified and deployment done in consultation with the officer assigned by Sr. Manager (HRM) shall be final. The supervisor shall submit the attendance of the personnel by 9.30 AM daily to the above mentioned Officer for verification.
9. The agency will provide uniform to all security personnel, and Torch Light for staff on night duty.
10. The agency will be fully responsible for the performance and fitness of their personnel (Guards and Supervisors).
11. The Security Personnel shall also ensure door keeping duties.
12. The security supervisors/guards are required to display mature behaviour especially, especially towards female staff and female visitors.
13. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
14. The maximum age limit for any guard shall not be more than 50 years.
15. The agency shall be responsible for not allowing any temporary shops and gathering in front of the premises of the gate.
16. Operating main gate, locking & opening of all gates, doors, taking inventory of the entire building, checking of all incoming & outgoing material and person and will not allow any material or person to enter or go out without permission.

INSTRUCTIONS TO BIDDERS /TERMS AND CONDITIONS

1. Tenderer should provide the security services to HSCC for a period of one year which may be terminated by giving one month notice without assigning any reason.
2. The bidder must fulfill all the requirements of minimum wages, PF, ESI and any other statutory requirement for engagement of security, etc..
3. That the Agency shall be responsible for all security measures and arrangement to safeguard the movable and immovable property and also for providing the services as per details indicated above in job description.
4. That the Agency will indemnify the property under security cover for preventing theft, loss, pilferage, riots, arson, fire from the areas entrusted to its control and shall be responsible for all such lapses.
5. That the Agency shall provide the services of trained Security Supervisors and Security Guards. That the Agency will furnish a certificate stating that the security guards are trained and none of the security guards was discharged from any service on the ground of criminal charges, theft & unreliability.
6. That Security Supervisor must have sufficient supervisory experiences in this line. Security Guards shall be fully trained civilian and their age shall not be above 50 years and less than 25 years. The gunman should be trained and must hold valid license.
7. That the Agency staff shall be available all time at the place of their duties as per duty roster and they shall not leave their place of duty without prior permission of the authorized Officer.
8. That the Agency shall deploy the full complement of the personnel all the time and shall maintain a list of the reserves to provide the replacement and supplement the strength.
9. The agency must ensure that all the persons deployed be dressed up with proper neat & clean uniform with name plate.
10. That the Agency staff shall check the movement of materials and to maintain systematic and upto date records and keep proper log book/control of movement of personnel entering or leaving the premises.
11. That the Agency staff shall be responsible to provide immediate replacement to take place of any Security Guards/Gun Man/Security Supervisor who is not available on duty at the place of posting and such other additional staff as may be required for additional areas for which prior information will be given.

12. That the Agency staff shall work in proper uniform under the overall supervision and direction of the Sr. Manager (HRM) or any other officer assigned by him.
13. are provided by the Agency shall at all times and for all purposes be regarded as employees of the contracting Agency which shall also be responsible for necessary service benefits due to the Security Supervisor & Security guards as per rules/Laws applicable in such cases.
14. That authorities shall have the right to ask for the replacement of any person of the agency who is not considered to be orderly in discharge of his duties without assigning any reason and the replacement will be done the next day.
15. That the Agency staff shall carry out such other legitimate duties as are entrusted to them from time to time.
16. That the Agency shall not engage any sub-Agency or transfer the contract to any other person. The contract will be immediately cancelled if found otherwise.
17. The names of the workers appointed/employed by the security agency shall be made known to HSCC before commencing deployment. Frequent changes in the manpower deployed will not be allowed, the changes will be allowed only with the specific approval of Sr. Manager (HRM), or an officer authorized.
18. The Agency shall make the payment to their Guards and Supervisors as quoted, in the premises of HSCC, and in the presence of authorized representatives of HSCC and the necessary certificates in this regard will be submitted by the Agency every month.
19. The Agency shall within three weeks of becoming due, submit the proof of deposit of PF, ESI and other deduction to HSCC without which the next payment shall not be released.
20. The staff appointed by the Agency/Agency for this purpose shall conduct as per orders of the officer authorized by him. In case of any sort of lapse, misbehavior and misconduct of any person so appointed, the responsibility shall be upon the Agency /Agency.
21. (a) In case of any loss/theft of HSCC property/property of premises under security, the Sr. Manager (HRM) or any officer authorized will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the above mentioned officer, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill.
22. The contract will be awarded for a period of one year, which may be extended further with mutual agreement or curtailed at discretion of HSCC subject to performance.

General Instructions in two bid system

23 Bid security (Earnest Money Deposit) (EMD):

Tenderers shall have to deposit EMD of Rs.40,000/- in the form of Crossed Demand Draft/Banker's Cheque/Pay Order only in favour of "HSCC (India) Ltd" drawn on any scheduled bank payable at Noida/New Delhi, along with their tenders. Any Tenders not accompanied by an acceptable Bid Security will be straightaway Rejected. No deviation shall be permitted from this. No interest would be paid on the Earnest Money Deposit.

The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer. No interest would be paid on the Earnest Money Deposit.

The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

The Bid Security may be forfeited

- a) If a Bidder withdraws his Bid during the period of Bid validity.
- b) In the case of successful Bidder(s), if he does not:
 - (i) enter into the Contract, or
 - (ii) furnish the necessary Performance Security
 - (iii) agree to arithmetic corrections made as per terms of Bid documents.
 - (iv) Submitted any misleading information.

24 Sealing, marking and submission of bid:

The bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.

- (i) Envelope No. 1 shall contain the bid security as indicated in clause 23 of these instructions to bidders and tender document fee in case the tenders are submitted on documents downloaded from HSCC Website.
- (ii) Envelope No. 2 shall contain the covering letter, original bid document consisting of Instructions to Bidders & Conditions of Contract (Vol. I), duly signed and stamped and the other documents as indicated.
- (iii) Envelope No. 3 shall contain only the Price Schedule (Vol. II) and rates/prices duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope no. 3 are liable to be summarily rejected. The contractor must fill up the rates both in words and figures in the price schedule. In case of any variation between the rates mentioned in figures and rates mentioned in words in the Price Schedule, the rates in words shall prevail.

Please note that the price should not be indicated in any of the documents enclosed in envelope 1 & 2

All bidders are required to submit unconditional bids. Conditional bids if submitted may be rejected and no correspondence in this regard shall be entertained.

The bidder shall seal the bid.

All the three envelopes shall be sealed and enclosed in an envelope and addressed to the Sr. Manager (HRM), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.

Sealed tenders must be submitted in an envelope duly superscribing "Tender No., Description of Tender and Date of Opening" addressed to the Sr. Manager (HRM), HSCC (India) Ltd, E-6(A), Sector-1, Noida (U.P)-201301. latest by 07.10.2013 up to 15.00 hrs positively.

Request for extension of submission date of tenders will not be considered.

All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.

25 Deadline for submission of bids:

Bids must be received by the Employer at the address specified above not later than the designated date and time.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

26 Late bids :

Any bid received by the Employer after the deadline prescribed in Clause 16.0 shall not be considered and will be returned unopened to the bidder.

27 Modification and withdrawal of bids :

The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 16.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

No bid may be modified after the deadline for submission of bids.

Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to relevant Clause.

28 Bid validity:

Bids shall remain valid for a period of 180 days after the deadline for bid submission specified in Clause.

In exceptional circumstances, the bidders may be requested to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with related Clause in all respects.

Tender Opening and Evaluation

29 Bid opening:

Bids shall then be opened in the office of HSCC (I) Ltd., at Plot - 6 (A), Block - E, Sector - 1, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for Bid submission in presence of the Bidders' representatives who may wish to be present.

Envelope No. 1 : Shall be opened first. If the Bid Security is not found as prescribed, the Bid shall be summarily rejected.

Envelope No. 2 : Shall be opened next. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

The Employer will examine the Bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the Bids have been properly signed and stamped and whether the Bids are generally in order.

Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete Bids received prior to the closing time and date of the Bids will be taken as valid.

The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the Employer, at his discretion may consider appropriate will be announced at the Bid opening.

Envelope No. 3 : Shall contain the sealed price Bid. Envelope No.3 of only those bidders whose bid is found to be generally in order and substantially responsive shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.

Only summary of prices quoted by the Bidders will be read out.

The Bid of any Bidder who has not complied with any of the instructions contained herein may not be considered.

30. The tender shall be submitted in sealed cover envelop marked "Tender for Security arrangement" on top by **15:00 hrs on 07.10.2013**.
31. It is the responsibility of the Tenderers to see that the completed bidding documents are submitted by the time and date stipulated for opening of tender failing which the tender would be considered late and rejected.
32. The tender would be valid for a period of 6 months subsequent to the date on which the tender are opened. The tender will be opened at 03:30 p.m. on 07.10.2013.
33. The bidders are advised to read the terms and conditions of the Tender as indicated in this form and satisfy themselves about their fulfilling these conditions as also meeting with the requirements of documents and other issues as mentioned in the Tender form before submitting the Tender.
34. The authority (HSCC (India) Ltd.) reserves the right to accept or reject any bid and amend the bidding process and reject all the bids at any time prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform affected bidder/bidders on the ground of the action of the authority. The authority is not bound to accept the lowest or any bid.

35 Payment Terms

The Agency shall submit the consolidated monthly bill to SR. MANAGER(HRM)/Officer In-charge on or before 5th of each month in the format approved by HSCC along with all supporting documents like receipts/challans towards the proof of all monthly/quarterly/yearly statutory payments from the concerned departments. 75% of payment will be released within 7 working days in case the bill is found in order else the bill will be returned back for corrections; if any and the new date of submission will be the date of re-submission of corrected bill. The balance of payment will be released within 15 working days from the date of submission of corrected bills. A retention money of 5% will be deducted from each monthly bill subject to a maximum of 10% of the total contract value. The same shall be refunded to the agency after successful completion of the work after due deductions towards losses, theft or any other statutory compliance.

Payment will be made on monthly basis after certification/verification and approval qualitatively & quantitatively. However, bills without daily attendance verification by concerned HSCC official & other documents prescribed will not be processed for payment.

Deductions relating to TDS, PF, ESI, VAT, WCT and any other Govt. levies applicable on bills will be made as per Govt. of India instructions issued from time to time.

No enhancement of rates whatsoever will be allowed during the currency of the contract. Penalty will be charged in the event of damage or loss in connection with the work given to the agency.

The release of payment by HSCC is not be linked to the payment to the guards and employees of the agency which is to be made by the 7th of every month irrespective of release of payment by HSCC. As per undertaking in PQ clause no. 3.4.2, the agency will keep on making payments upto 4 months to its employees.

- 36 HSCC is neither responsible nor liable to pay any compensation for injury / death caused to the Agency's operating staff in the event of any accident on HSCC duty. Agency will make his own arrangements to meet such eventualities as per existing Government rules/regulations. Insurance cover to all as per rules & regulations need to be got done by the agency at their cost.
- 37 None of the Agency's employees present or future will be entitled to claim any sort of employment in HSCC. Agency is required to attach an undertaking to this effect along with his bid.
- 38 The Agency shall comply with all the laws, rules, and regulations applicable to him in respect of his staff and equipment and any breach thereof shall render the contract liable to cancellation. The Agency will have to ensure that all the obligations under the various applicable acts, rules and regulations viz. Contract labour, such as minimum wages act, payment of wage act, PF and ESI act, payment of Bonus Act and other applicable laws, acts, regulations etc., as amended from time to time, for all his employees who shall be deployed by the agency for rendering services to HSCC are to be fulfilled and complied by him.
- 39 Disputes, if any, subjected to the jurisdiction of the courts in Delhi only.

40 **LABOUR LAW COMPLIANCE**

It shall be the sole liability of the Agency (including the firm/company) to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislation including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act,1970.

The Agency shall discharges obligations as provided under various applicable statutory enactment including the Employees Provident Fund & Miscellaneous Provisions Act,1952, the Employees State Insurance(ESI) Act,1948, the Contract Labour (Regulation and Abolition) Act,1970, the Interstate Migrant workmen (Regulation of employment & conditions of service) Act,1979, the Minimum Wages Act,1948, the Payment of Wages Act,1936, the Workmen's Compensation Act,1923 and other relevant Acts, Rules and Regulations enforced from time to time.

The Agency shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to HSCC and shall deposit these amounts on or before the prescribed dates. Every Agency shall submit the proof of depositing the employees' and

employer's contributions. The Agency shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of HSCC.

The Agency shall regularly submit all relevant records/documents to HSCC representative for verification.

The Agency shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The Agency shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by the Agency and/or non payment of dues against various applicable statutory enactment(s).

The Agency shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by the Agency.

The Agency shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.

41. GOVERNING LANGUAGE :

The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

42. APPLICABLE LAW :

The contract shall be interpreted in accordance with the laws prevalent in India.

43. NOTICES :

Any notice given by one party to the other, pursuant to this Contract, shall be sent to the other party in writing or by cable /fax/email and confirmed in writing to the other party's address specified below.

Employer : HSCC India Ltd. , E-6(A), Sector 1, Noida - 201301

Agency: _____

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

44. AGENCY'S INTEGRITY:

The Agency is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

45. AGENCY'S OBLIGATIONS:

The Agency is obliged to work closely with the Employer's staff, act within its own authority and abide by directives issued by the Employer and implementation activities.

The Agency will abide by the job safety measures prevalent in India and will free the Employer from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Employer responsible or obligated.

The Agency is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

The Agency is under obligation to perform services as per the orders received from various departments/offices etc. from time to time within the empanelment period.

The Agency will treat as confidential, all data and information about the Employer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Employer.

46. USE OF DOCUMENTS AND INFORMATION :

The Agency shall not, without the Employer's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, Pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.

The Agency shall not, without the Employer's prior written consent, make use of any document or information except for purposes of performing the Contract.

All the document, other than the Contract itself, shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Agency's performance under the Contract.

47 GUARD OUTFIT, DRESS CODE, DISCIPLINE, ETC. :

A proper dress code shall be followed by the agency, guards, gunman, supervisor and other staff with name plate on each outfit. The Employer or its representative shall have the right to make inspection of the manpower outfit.

Age of guard should not be more than 50 & should be physically fit to perform their duties. Daily change of dress - neat & clean, pressed and polished shoes.

48. TERMINATION FOR DEFAULT :

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or in part:

- a) If the Agency fails to deliver any or all of the Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Employer or
- b) If the Agency fails to perform any other obligation(s) under the Contract.
- c) If the Agency, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d) The contract can also be terminated without assigning any reason with one month notice.

In the event the Employer terminates the Contract in whole or in part, pursuant to Clause above, the Employer may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Agency shall be liable to the Employer for any excess costs for such similar Services. However, the Agency shall continue performance of the Contract to the extent not terminated.

49. FORCE MAJEURE :

Notwithstanding the provisions mentioned elsewhere in the document, the Agency shall not be liable for forfeiture of its Bid security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Agency shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50. TERMINATION FOR INSOLVENCY :

The Employer may at any time terminate the contract by giving written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Employer.

51. TERMINATION FOR CONVENIENCE :

The Employer, by written notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

52 RESOLUTION OF DISPUTES :

The Employer and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or, in connection with the Contract.

53. CONTRACT AMENDMENT :

No variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.

54. ASSIGNMENT :

The Agency shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

55. The tender documents along with enclosures should be page numbered. The total no. of pages of all documents including the tender document should be indicated clearly on the first page of the Tender document. The tender not fulfilling these requirements will be rejected outright.