

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

**TENDER**

**FOR**

**Providing Photocopy services including Plotting,  
Lamination, Binding, etc. in HSCC Corporate Office  
located at Plot No. E-6(A), Sector-I, Noida, U.P.-201301”**

**Tender No: - HSCC/HO/PHOTOCOPY/2011**

**Volume - I**

- **PREQUALIFICATION**
  - **INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**
  - **SPECIFICATIONS**
- October -2011**



**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/11/32

24.10.2011

**Tender for Empanelment of Agencies for Rate Contract for Photocopy,  
Plotting, Lamination, Binding, etc.**

Sealed tenders are invited from reputed firms for empanelment for Rate Contract for Photocopy, Plotting, Lamination, Binding, etc. work of HSCC Corporate Office, Noida. For further Details & Tender form, please visit HSCC website: [www.hsccltd.com](http://www.hsccltd.com). Tender Documents are available for sale/download from 24.10.2011 and the Last date for receipt of tender is upto 14.30 hrs on **14.11.2011**. HSCC reserves the right to cancel the tender without assigning any reason. 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.

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Chief Gen Mgr (HRM & Legal)



## **TENDER DOCUMENT**

Empanelment of Agencies for Rate Contract for  
Photocopy, Plotting, Lamination, Binding,etc. Work

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

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

Tender No. NIT/HSCC/HRM/11/Photocopy

Dated: 24.10.2011

**NOTICE INVITING TENDER – DETAILED**

Sealed tenders are invited from the reputed and experienced firms for empanelment for Rate Contract for Photocopying, Lamination, Binding, 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 Empanelment Of Agencies For Rate Contract For Photocopying, Plotting, Lamination, Binding, Etc. Work	24.10.2011 to 14.11.11 upto 13:00 hrs	14.11.11 upto 14:30 hrs Opening at 15:00 hrs.	Rs. 25,000/-	Rs.5000/- only

**ELIGIBILITY CRITERIA:**

1. Average Annual Turnover of at least Rs.5 lakhs during the previous three Financial Years ending FY 2010-11.
2. The applicant must be able to collect the documents within 60 minutes from HSCC Corporate Office, E-6(A), Sector 1, Noida - 201301 and deliver within 1 hour for works like photocopy, plotting, spiral binding etc. & for other works, the delivery time should be minimum possible depending upon the work but not exceeding 24 hours

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.hsccindia.com](http://www.hsccindia.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.5000/- (RsFive 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.5000/- 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.

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Chief Gen Mgr (HRM & Legal)

## Section - I

### INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

Tender No. NIT/HSCC/HRM/11/Photocopy

Dated: 24.10.2011

**Sub: Tender For Empanelment of Agencies for Rate Contract for Photocopying, Plotting, Lamination, Binding, etc. work**

1. HSCC invites sealed tenders are invited from the reputed and experienced firms for empanelment of agencies for Rate Contract for Photocopying, Plotting, Lamination, Binding, etc. work at its Corporate Office at E-6(A), Sector 1, Noida - 201301.

**2. Scope of Work :**

- 2.1 Collection of input documents i.e. Hard Copy/Soft Copy along with indexing criteria as per the requirement of the concerned person/group from HSCC offices, Verification of documents for legibility & clarity of input data, All the work including Multiplication/Spiral binding of documents at Contractor's premises, Quality check of the multiplied copies to the concerned person/group for legibility & clarity and type of paper used. The bidder must have email facility at their office to receive the documents/drawings, etc in large volumes.
- 2.2 **Safety & Confidentiality of Document:** All documents given for a specific job are to be maintained as confidential and no documents shall be moved from one place to another without prior permission of the concerned/authorized executives. As the documents are of great importance to HSCC, utmost care has to be taken while handling the same. All documents obtained for executing the specified job have to be returned to the concerned person. All materials brought inside shall be with appropriate documents (Delivery Challans). in the absence of the above, any claim whatsoever shall not be entertained.

The work is normally to be carried out on all working days from **08.00 A.M. to 08.00 P.M.** and also on holidays/Sundays, and beyond above hours whenever required.

**3. ELIGIBILITY CRITERIA:**

1. **Turnover :** Average annual financial turnover on concerned works should be at least Rs.5 lakhs during the immediate last Three consecutive financial year ended FY 2010-11.
2. The bidder must have in possession of sufficient number of latest photocopy machines, plotters, binding machines, all in working

conditions at their work place (Details to be enclosed for verification)

3. The bidder must be in existence for at least last three years.

#### **4. Informations to be submitted:**

4.1 All bidders shall include the following information and documents with their bids:

1. PAN;
2. Client List & Performance certificate from Client(s).
3. Declaration on the no. of Copier & Other Machines; and
4. Documents in support of experience, turnover, etc.

**The photocopies of the above documents should be legible and self attested.**

#### **4.2 Cost of bidding:**

The bidder shall bear all costs associated with the preparation and submission of his bid, and the HSCC will in no case be responsible or liable for those costs.

#### **5.0 The Employer:**

M/s HSCC (India) Limited (HSCC), a Government of India Enterprise, having its registered office at 205, Eastend Plaza, Plot No. 4, DDA-LSC., Centre-II, Vasundhra Enclave, Delhi-110096 and Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP) shall be the Employer.

- 5.1 In these documents wherever the word tender/ tenderer/tendering has been used, the same may be considered synonymous with bid/bidder/bidding.

#### **B. Bidding Documents**

#### **6.0 Content of bidding documents:**

The set of bidding documents comprises the documents listed below:

1. Instructions to Bidders & Conditions of contract (Vol.I)
2. Price Schedule. (Vol-II)

#### **7.0 Clarification of bidding documents:**

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes facsimile) at the Employer's address indicated in the Invitation to Bid. The Employer will respond to any request for clarification which he received earlier than 7 days prior to the submission of bid. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source and also posted on the HSCC's website.

#### **8.0 Amendment of bidding Documents :**

- 8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents and also posted on HSCC website.
- 8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend as necessary, the deadline for submission of bids in accordance with Sub Clause 16.2.

## **C. Preparation of Bids**

### **9.0 Language of bid:**

All documents relating to the bid shall be in English Language only.

### **10.0 Documents comprising the bid :**

The bid submitted by the bidder shall comprise the following:

- (a) Bid Security
- (b) Instructions to bidders & Conditions of Contract (Vol.-I)
- (c) Price Schedule (Vol.- II)
- (d) Documents mentioned in clause 4.1 & 6.0 above.

and any other documents required be completing and submitting by bidders in accordance with these instructions.

### **11.0 Bid prices:**

- 11.1 The bidder shall fill the rates against item(s) of the Price Schedule (Vol -II) both in words and figures. The rates shall be inclusive of collection/delivery charges to HSCC Office, Noida as well as email/internet access charges for downloading documents sent through email.
- 11.2.1 All duties, taxes, cess and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.2.2 The rates quoted are for best quality of paper, drawing sheets, lamination sheets, lamination sheets, binding etc.

### **12.0 Currencies of bid and payment:**

The rate to be quoted by the bidder shall be in Indian Rupees.

### **13.0 Bid validity:**

- 13.1 Bids shall remain valid for a period of 180 days after the deadline for bid submission specified in Clause 16.

13.2 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 Clause 14 in all respects.

**14.0 Bid security (Earnest Money Deposit) (EMD):**

14.1 Tenderers shall have to deposit EMD of Rs.25,000/- 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.

14.2 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.

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

14.4 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.

**15.0 Sealing, marking and submission of bid:**

15.1 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 14 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 at Clause 4.1.
- (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.

- 15.2 The bidder shall seal the bid.
- 15.3 All the three envelopes shall be sealed and enclosed in an envelope and addressed to the Chief General Manager (HRM & Legal), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.
- 15.4 Sealed tenders must be submitted in an envelope duly superscribing "Tender No., Description of Tender and Date of Opening" addressed to the Chief General Manager (HRM & Legal), HSCC (India) Ltd, E-6(A), Sector-1, Noida (U.P)-201301. latest by 14.11.2011 up to 14.30 hrs positively.

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

- 15.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- 15.6 All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.

**16.0 Deadline for submission of bids:**

- 16.1 Bids must be received by the Employer at the address specified above not later than the designated date and time.
- 16.2 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.

**17.0 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.

**18.0 Modification and withdrawal of bids :**

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

- 18.2 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.
- 18.3 No bid may be modified after the deadline for submission of bids.
- 18.4 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 Clause 14.

#### **D. Tender Opening and Evaluation**

##### **19.0 Bid opening:**

- 19.1 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.

- 19.2. 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.

- 19.3 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.

- 19.4 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.

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

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

##### **20.0 Process to be confidential:**

20.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced except as provided for elsewhere in the bidding documents. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

**21.0 Clarification of bids:**

21.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 23.

**22.0 Examination of bids and determination of responsiveness:**

22.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require.

22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's right or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

22.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**23.0 Correction of errors:**

23.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows :

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub Clause 14. 6(b).

#### **24.0 Currency for bid evaluation :**

Bids shall be evaluated as quoted in Indian Rupees in accordance with Clause 12.

#### **25.0 Evaluation and comparison of bids :**

- 25.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.
- 25.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause 23. Evaluation will be done on the basis of the rates quoted for each line item. The lowest prices received against each line item (L-1) shall be identified and all the remaining qualified bidders shall be asked to match their line item wise rates to the lowest price amongst them. Accordingly, the selected bidder(s) shall be empanelled for the said work/services.
- 25.3 In case rates are not quoted by any bidder for a particular line item, all the bidders shall be offered the rates determined by HSCC and all the qualified bidders shall be asked to provide their services at these rates.

#### **E. Empanelment for the Rate Contract**

##### **26.0 Empanelment Criteria:**

- 26.1 Subject to Clause 27, the Employer intends to empanel all the bidders whose bid has been determined to be substantially responsive to the bidding documents and who has offered/matched the Lowest Evaluated Bid Price for each individual Line Item. Empanelled Contractor may be offered quantum of work depending on their performance, quality and delivery time upto satisfaction of the Employer.

##### **27.0 Employer's right to accept any bid and to reject any or all bids:**

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Employer's action.

##### **28.0 Notification of award:**

- 28.1 Prior to expiration of the period of bid validity prescribed, the Employer will notify the successful bidder(s) by cable confirmed by registered post /courier letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the rates which the Employer will pay the Contractor in consideration of the execution and completion of the Works for each individual line item by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provision of Clause 29.
- 28.3 Upon furnishing by the successful bidder(s) of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 28.4 The contract will be initially awarded for a period of three months on trial basis and on the basis of satisfactory services, the contract will be continued upto one year. The contract may be extended on mutually agreed terms. However, HSCC reserves the right to cancel the contract without assigning any reason at any time.

### **29.0 Performance Security :**

- 29.1 Within 7 days of receipt of the notification of award from the Employer, the successful bidder(s) shall furnish to the Employer a performance security an amount **Rs.50,000/- (Rupees fifty thousand only) in the form of Demand Draft** in favour of HSCC (India) Ltd within twenty one days of the placement of order, payable at Noida/New Delhi. **No interest would be paid on the Performance Security Deposit.**
- 29.2 Failure of the successful bidder to comply with the requirements of Sub Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.
- 29.3 **Refund of Performance Security Deposit:** The Performance Security Deposit will be returned to the successful Contractor after sixty days from the date of the completion of the contract period and no interest would be paid thereon.

### **30.0 Payment Terms**

- 30.1 The Empanelled Contractor will submit the consolidated monthly bill to HSCC on or before 7<sup>th</sup> of each month in the format approved by HSCC along with all supporting documents like receipts/delivery challans from the concerned departments. Payment will be processed within 30 days from the receipt of the bills.
- 30.2 Payment will be made on monthly basis after certification/verification and approval by the concerned department qualitatively & quantitatively. However, bills without challans will not be processed for payment.
- 30.3 Deductions relating to TDS, and any other Govt. levies applicable on bills will be made as per Govt. of India instructions issued from time to time.
- 30.4 No enhancement of rates whatsoever will be allowed for the job contract during the currency of the contract. Penalty will be charges in the event of damage or loss of work or documents in connection with the work given to the agency.

### **31.0 Quality and Workmanship**

- 31.1 The successful Contractor(s) must get the quality/brand of photocopy/plotting paper, lamination/binding etc. approved from the concerned person as and when they have purchased it or before using it.
- 31.2 HSCC has all the rights to cancel the contract in case, if it is found that the quality of photocopying job is poor, paper used by the contractor is not up to the mark or not as per the specifications and also in case of not completing the work within the short notice or keeping the work pending beyond the specified time.
- 31.3 All the personnel representing the Contractor are liable to follow the practices/procedure of HSCC security.

### **32.0 OTHER CONDITIONS OF CONTRACT**

- 32.1 HSCC is neither responsible nor liable to pay any compensation for injury / death caused to the contractor's operating staff in the event of any accident on HSCC duty. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
- 32.2 None of the Contractor's employees present or future will be entitled to claim any sort of employment in HSCC. Contractor is required to attach an undertaking to this effect along with his bid.
- 32.3 The Contractor 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 Contractor 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.
- 32.4 Disputes, if any, subjected to the jurisdiction of the courts in Delhi only. All the personnel representing the Contractor are liable to follow the practices/procedure of HSCC security.

### **32.5 LABOUR LAW COMPLIANCE**

- 32.5.1 It shall be the sole liability of the Contractor (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.
- 32.5.2 The Contractor shall discharge 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.

- 32.5.3 The Contractor 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 Contractor shall submit the proof of depositing the employees' and Employer's contributions. The Contractor 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.
- 32.5.4 The Contractor shall regularly submit all relevant records/documents to HSCC representative for verification.
- 32.5.5 The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month. The Contractor 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 Contractor and/or non payment of dues against various applicable statutory enactment(s).
- 32.5.6 The Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by the Contractor.
- 32.5.7 The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 32.6 Manipulation of rates by cartelization shall be viewed very seriously by HSCC. If such a situation comes to the notice of HSCC and/or there are reasons / circumstances for HSCC to believe so, the concerned contractors will be called in to give justification of rates quoted by them. If they are not able to give a proper / satisfactory justification of their quoted rates, their empanelments / enlistments are liable to be cancelled.

### **32.7 Corrupt or Fraudulent Practices**

- 32.1 HSCC requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
    - i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c) will declare a bidder ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 33.0 HSCC reserves the right to accept or reject in part or in full to any or all the bids without assigning any reason thereof.
- 34.0 **Fall Clause:** The photocopying rates charged under the rate contract should in no event exceed the lowest rates at which the party charges the photocopying rates of identical description to any other person during the period of contract. If so, the successful party should pass the benefits to HSCC also. Any downward trend in cost of paper, copying, etc. will also have to be passed on to HSCC. In case one Empanelled contractor reduces their rates, all the other remaining empanelled Contractor(s) will be bound to match the reduced rates.

**35. 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.

**36. APPLICABLE LAW :**

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

**37. NOTICES :**

- 37.1 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

Empanelled Contractor: \_\_\_\_\_

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

**38. EMPANELLED CONTRACTORS INTEGRITY:**

The empanelled Contractor 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.

**39. EMPANELLED CONTRACTORS OBLIGATIONS:**



- 39.1 The Empanelled Contractor 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.
- 39.2 The Empanelled Contractor 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 Empanelled Contractor's negligence. The Empanelled Contractor will pay all indemnities arising from such incidents and will not hold the Employer responsible or obligated.
- 39.3 The Empanelled Contractor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 39.4 The Empanelled Contractor is under obligation to perform services as per the orders received from various departments/offices etc. from time to time within the empanelment period.
- 39.5 The Empanelled Contractors 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.

#### **40. USE OF DOCUMENTS AND INFORMATION :**

- 40.1 The Empanelled Contractor 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 Empanelled Contractor 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.
- 40.2 The Empanelled Contractor shall not, without the Employer's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 40.3 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 Empanelled Contractor's performance under the Contract.

#### **41. PATENT RIGHT :**

- 41.1 The Empanelled Contractors shall indemnify the Employer against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.
- 41.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Empanelled Contractor shall act

expeditiously to extinguish such claims. If the Empanelled Contractor fails to comply and the Employer is required to pay compensation to a third party resulting from such infringement, the Empanelled Contractor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Employer will give notice to the Empanelled Contractor of such claims, if it is made, without delay.

#### **42 INSPECTIONS AND TESTS :**

- 42.1 The Employer or its representative shall have the right to make inspection of equipment at no extra cost to the Employer to confirm the conformity of the equipments offered to the requirement of the Employer
- 42.2 The inspection will be conducted by the Employer, or any other such person nominated by the Employer at its option.

#### **43 TERMINATION FOR DEFAULT :**

- 43.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Empanelled Contractor, terminate the Contract in whole or in part:
  - a) If the Empanelled Contractor fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Employer or
  - b) If the Empanelled Contractor fails to perform any other obligation(s) under the Contract.
  - c) If the Empanelled Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 43.2 In the event the Employer terminates the Contract in whole or in part, pursuant to Clause 43.1 above, the Employer may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the Contractor shall be liable to the Employer for any excess costs for such similar Goods and/or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **44. FORCE MAJEURE :**

- 44.1 Notwithstanding the provisions mentioned elsewhere in the document, the empanelled Contractor shall not be liable for forfeiture of its Bid security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 44.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Empanelled Contractor and not involving the Contractor'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.

- 44.3 If a Force Majeure situation arises, the Empanelled Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Empanelled Contractor 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.

**45. TERMINATION FOR INSOLVENCY :**

The Employer may at any time terminate the contract by giving written notice to the Contractor if the Contractor 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.

**46. TERMINATION FOR CONVENIENCE :**

- 46.1 The Employer, by written notice sent to the Contractor, 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.

**47 RESOLUTION OF DISPUTES :**

- 47.1 The Employer and the Contractor 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.

**48. CONTRACT AMENDMENT :**

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

**49. ASSIGNMENT :**

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

**Section - III**

No.

Dated

To  
The Chief General Manager (HRM & Legal)  
HSCC (India) Ltd  
E-6 (A), Sector-1  
Noida -201301

**Subject: Tender for Rate Contract photocopy, Plotting, lamination, binding, etc. work**

Sir,

With reference to HSCC Tender Notice Inviting quotations for photocopy, plotting, lamination, binding, etc. work, we hereby enclose the rate quotation in the prescribed proforma.

We have read all the terms & conditions and accept the same.

Yours faithfully,

Name

Address

Tel./Fax/Mob. No.

Contact Person

Dated

Seal of the Firm