

**HSCC (India) Limited  
As Executing Agency of**

**NATIONAL HEALTH MISSION,  
Jammu and Kashmir  
(J&K)**

**TENDER**

**FOR**

**Upgradation/ Strengthening of existing  
facility to the level of BPHU in the state of  
Jammu & Kashmir**

**VOLUME – I**

**Section - 1**

**Notice Inviting e-Tender  
(NIT)**

**January' 2024**

**Executing Agency**



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

Phone : 0120-2542436-40

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**Tender No. HSCC/NHM/J&K/U&S/2024/24**

**HSCC (India) Limited**  
**As Executing Agency of**  
**NATIONAL HEALTH MISSION,**  
**J&K**

**NOTICE INVITING e-TENDER**

**E-mail : [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)**

- 1.0 HSCC (India) Limited as Executing Agency of National Health Mission, J&K invites online percentage rate bids through e-tendering from eligible contractors/firms for the following works:

Tendering Document No.	HSCC/NHM/J&K/U&S/2024/24, dated 17/01/2024
Name of the Work	Upgradation/ Strengthening of existing facility to the level of BPHU in the state of Jammu & Kashmir and their maintenance during Defect Liability Period
Brief Scope of Work	<p>Upgradation/ Strengthening of existing facility to the level of BPHU in the state of Jammu &amp; Kashmir and their maintenance during Defect Liability Period including electrical, PHE, external developments works etc. and their Maintenance during Defect Liability Period etc.</p> <p>The name of various (20) locations in J&amp;K as under:</p> <ol style="list-style-type: none"> <li>1. UPHC Harwan</li> <li>2. CHC Chattergam</li> <li>3. CHC Nagam</li> <li>4. PHC Hazratbal</li> <li>5. UPHC Lalbazar</li> <li>6. UPHC Nishat</li> <li>7. CHC Pakherpora</li> <li>8. UPHC Batmaloo</li> <li>9. CHC Chanpora</li> <li>10. UPHC Lasjan</li> <li>11. CHC Hajan</li> <li>12. CHC Sopore</li> <li>13. SDH Kot Bhalwal</li> <li>14. CHC Hiranagar</li> <li>15. SDH Ramnagar</li> <li>16. PHC Dansal</li> <li>17. CHC Katra</li> <li>18. CHC Chenani</li> <li>19. CHC Khour</li> <li>20. SDH Ramgarh</li> </ol>

Estimated Cost put to tender (ECPT)	<b>Rs. 2,75,88,276.00 (Rupees Two Crore, Seventy Five Lacs, Eighty Eight Thousand, Two Hundred &amp; Seventy Six Only)</b>
Type of Tender	<b>Percentage rate</b>
Period for completion	<b>06 (Six) Calendar months</b>
Earnest Money Deposit	<p><b>Rs. 5,51,800/- (Rupees Five Lacs, Fifty One Thousand &amp; Eight Hundred Only)</b> in shape of demand draft of a scheduled bank issued in favour of "<b>HSCC (India) Limited</b>" Payable at New Delhi/Noida or Banker's cheque or Bank Guarantee in favour of "<b>HSCC (India) Limited</b>" as per Annexure-III of NIT , <b>having validity for 180 days or more from the last date of receipt of tenders or any extension thereof.</b></p> <p><b>Bank Details of HSCC (India) Ltd.</b> are provided herewith for the purpose of preparation of Bank Guarantee (as per "Annexure -III" of NIT) only:  Name of Beneficiary: <b>HSCC (India) Limited</b>  Bank: <b>Punjab National Bank, Sec-27, Noida</b>  Current A/C No. : <b>2726001800000011</b>  IFS Code: <b>PUNB0272600</b></p>
Non-refundable cost of Tender document	<b>Rs. 5,900/-</b> inclusive of GST @ 18.00% in the shape of Demand Draft in favour of " <b>HSCC (India) Limited</b> ", payable at Noida/New Delhi.
Non-refundable cost of e-Tender processing fee	<b>Rs. 2,950.00/-</b> through e payment gateway to RailTel Ltd.
Last date & time of submission of Online Tender	<b>Up to 02/02/2024 by 15:00 hrs (IST)</b>
Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	Before and up to <b>15:00 hrs (IST)</b> on 02/02/2024
Venue of Submission of hard copies	Corporate office : <b>HSCC (India) Ltd., E- 6(A), Sector – 1, NOIDA, (U.P.) - 201 301.</b>

Date & Time of Opening of Technical Tender	<b>02/02/2024 at 16:00 hrs.</b>
Date & Time of Opening of Financial Tender	Shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.
Validity of offer	<b>180 (One Hundred Eighty) days from the original date of submission of bid</b>
Pre-Tender Meeting & Venue	NA

The tender document can be downloaded from website <https://hsccltd.co.in> and [www.hsccltd.co.in](https://hsccltd.co.in). **“Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.**

## 2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

### A. Work Experience:

- i) Joint-venture / consortia of firms / companies shall not be allowed and the bidder should meet the eligibility criteria themselves individually.
- ii) Experience of having successfully completed works during the last Seven (7) years ending previous day of last date of submission of tenders:

Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender

or

Two similar completed works, each costing not less than the amount equal to 60% of estimated cost put to tender

or

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

**\*“Similar Work”** shall mean a Project comprising Construction / Renovation of building work including Civil & electrical works all executed under one composite agreement/ work order.

Own works/ work under the same management/ own certificate of the bidders shall not be considered for prequalification.

- iii) The past experience of similar nature of work should be in the name of the bidder and not in the name of associate company/ parent company/ group company/ subsidiary company etc. Past experience as part of a Joint Venture/Consortium/SPV (Special Purpose Vehicles) etc. shall also not be considered. Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.
- iv) The past experience of similar nature of work should be supported by completion certificate(s) issued by the concerned organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- v) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- vi) **Foreign Certificate:**

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

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

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

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

#### **B. Financial Strength:**

- i) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2023.

The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

- ii) The value of annual turnover figures shall be brought to the level of the last Financial Year FY-2022-23 by enhancing the actual turnover figures at a simple rate of 7% per annum.
- iii) The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. Year in which no turnover is shown would also be considered for working out the average. In case a Company/Firm is less than 3 years old, then the average turnover shall be calculated taking the turnover for the year for which no data is provided as zero.
- iv) The bidders are required to upload and submit relevant pages of summarized Balance Sheet (Audited) for last three years ending 31st March 2023.
- v) The turnover of the bidder on a standalone basis only shall be considered. The turnover of parent company/group company/subsidiaries or Consolidated Turnover shall not be considered.
- vi) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive financial years ending FY-2022-23. Balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited by the Chartered Accountant.  
The P&L Statement of parent company/group company/subsidiaries shall not be considered.
- vii) The bidders are required to upload and submit relevant pages of summarized Profit & Loss Account (Audited) for last five years ending 31st March 2023.
- viii) **Solvency Certificate:** Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender (ECPT). ***The certificate should have been issued within 6 months from original last date of the submission of the tender.***
- ix) Net Worth of the company /firm as on last day of the preceding financial year i.e. FY-2022-23, should be positive.

3.0 The firm should submit **an affidavit duly notarized as per format enclosed at "Annexure-IV"** should be submitted along with their Bid for correctness of Documents/ Information, which also certified the participating firm/bidder have not blacklisted/ holiday list/ barred /banned from tendering by any government agency or public sector undertaking or judicial authority/arbitration body etc.

- 4.0 Bidders shall submit, along with bid/tender, a Power of Attorney (POA), on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, (along with supporting documents i.e. Board Resolution in case of Pvt. Ltd. / Limited company etc.) make corrections/ modifications thereto and interacting with HSCC and act as the contact person. **The format for the power of attorney shall be as per “Form-B” of Bid Document Volume-I.**

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

- 5.0 Deleted

- 6.0 Registration/ Licence: The firm should have his firm registered for **GST registration – J&K**, PF, ESIC, Building Cess Registration etc. with the appropriate Authorities. **In case the firm is not registered at the time of submission of bid, they will submit an Undertaking “Form – J” that they will get themselves registered with the concerned authorities in case they are awarded the work.**

- 7.0 The contractor/firm will indemnify HSCC (India) Ltd. and National Health Mission, J&K, as the case may be, against all penal 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 “Form – K” in this regard is required to be submitted by applicants along with prequalification.**

- 8.0 The intending tenderer must read the terms and conditions of HSCC carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

- 9.0 Those intending tenderers/contractors not registered on the website i.e., **<https://hsc.enivida.com>** mentioned above with M/s RailTel, are required to get registered beforehand. If needed they can be imparted training on Online tendering process as per details available on the website i.e., **<https://hsc.enivida.com>**. The intending tenderer must have class-III digital signature to submit the tender.

- 10.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted after uploading the mandatory scanned documents such as a) Demand Draft / Pay order or Banker`s Cheque towards cost of tender document, b) proof of deposit of e-

Tender Processing Fee, c) Demand Draft/Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD/Bid Security & all other documents shall be as per Notice Inviting e-tender.

#### 11.0 Set of Contract/Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting e-Tender (NIT) – Vol.-I, Section -1
- b) Instructions to Tenderer (ITT) – Vol.-I, Section -2
- c) General Conditions of Contract (GCC) – Vol.-II
- d) Specific Conditions of Contract (SCC) – Vol.-III
- e) Technical Specifications (Vol-IV)
- f) Approved Make List
- g) Memorandum Annexure-I of NIT
- h) Unconditional Letter of Acceptance of Tender Conditions / Form of Bid with Appendix (Annexure-II of NIT)
- i) Integrity pact (if Required)
- j) "Annexure-IV" of NIT – Affidavit for correctness of Documents/ Information.
- k) Litigation History as per "Form-N" of NIT
- l) Bill of Quantities (BoQ).
- m) Quoting Sheet for Tenderer/ Bidder
- n) Pre-bid clarifications, if any
- o) All Amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any - Duly signed by authorized person

12.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on website by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in NIT. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

13.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.



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

- 14.0 When it is desired by HSCC to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then the tender submitted earlier shall become invalid.
- 15.0 On opening date, the tenderer can login and see the tender opening process.
- 16.0 Contractor can upload documents in the form of JPG format and PDF format.
- 17.0 Contractor to upload scanned copies of all the documents including valid GST registration /EPF registration/ PAN No. as stipulated in the tender document.
- 18.0 If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- 19.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- 20.0 Notwithstanding anything stated above, HSCC reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of HSCC. In case, tenderer's capabilities and capacities are not found satisfactory, HSCC reserves the right to reject the tender.
- 21.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications **within 7 days** from the date of uploading of Tender on website but latest by so as to reach HSCC office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). HSCC will reply only those queries which are essentially required for submission of bids. HSCC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

- 22.0 **Integrity Pact (For all contracts valuing - if Rs.5.00 Crores and above)**
- 22.1 **Deleted**
- 22.2 **Independent External Monitors**

- (i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by HSCC in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCC's website i.e. [www.hsccltd.co.in](http://www.hsccltd.co.in)
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCC and Contractor.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

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

- a) Original Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD/ Bid Security. **Validity of EMD in terms of Bank Guarantee (as per Annexure-III of NIT) shall be minimum period of 180 days from the original last day of submission of Tender.**
- b) Original Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document as Mentioned in NIT.
- c) Memorandum **Annexure-I** of NIT.
- d) Original Unconditional Letter of Acceptance of Tender Conditions (in original) (**Annexure-II** of NIT) (On Letter Head of the Applicant/ Bidder).
- e) Original Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information (**as per Annexure-IV** of NIT).
- f) **"FORM-A"** (List of all works of similar nature successfully completed during the last seven years)
- g) Power of Attorney of the person authorized for signing/submitting the tender (as per **"FORM – B"**)
- h) **"FORM-C"** - (Financial Information- Annual Financial Statement for the last Five Years)

- i) **“FORM-D”** - TDS Details of Projects
- j) **“FORM-E”** - (Solvency certificate form a scheduled Bank)
- k) Documents regarding Net Worth of the Company Firm.
- l) **“Form-F”** (General Information - Structure & Organization)
- m) Work Experience Certificates consisting of details as mentioned in **“Form-G”**
- n) Valid GST registration/ EPF registration/ PAN NO.
- o) Registration Details of the contractor in the GST Act- **Form-I**
- p) **Undertaking** as per **“Form- J”** of NIT
- q) **Indemnity/ undertaking** as per **“Form- k”** of NIT
- r) Litigation History as per **“Form-N”** of NIT
- s) E-payment Transaction details towards cost of processing fees.
- t) Pre-bid clarifications, if any.
- u) All pages of the entire Corrigendum’s / Amendment’s (if any) duly signed by the authorized person.

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

- 24.0 (a) No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- (b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.
- 25.0 HSCC reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. HSCC does not bind itself to accept lowest tender. The HSCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by HSCC after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by HSCC on this account.
- 26.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

27.0 In case of any query, please contact Shri S.K. Sharma, GM (Projects) during the Office hours & Further, any correspondence / clarifications these Email Id's: [cpghscc@gmail.com](mailto:cpghscc@gmail.com) & [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in) can be used.

The completion certificates of the works, which will be submitted by the bidders with their bids are also verified form their respective clients by these HSCC - CPG Email Id's: [cpghscc@gmail.com](mailto:cpghscc@gmail.com) / [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)

General Manager (Projects)  
HSCC (India) Limited

**Annexure-I****MEMORANDUM**

<b>Sl. No.</b>	<b>Description</b>	<b>Cl. No. of NIT/ITT/ Clauses of Contract (CC)</b>	<b>Values/Description to be Applicable for Relevant Clause(s)</b>
1)	Name of Work		Upgradation/ Strengthening of existing facility to the level of BPHU in the state of Jammu & Kashmir and their maintenance during Defect Liability Period
2)	Client/Owner		National Health Mission, J&K represented by Mission Director, NHM, J&K
3)	Type of Tender		<b>Percentage rate e-tender</b>
4)	Earnest Money Deposit	NIT	<b>Rs. 5,51,800/- (Rupees Five Lacs Fifty-One Thousand Eight Hundred Only)</b>
5)	Estimated Cost Put to Tender	NIT	<b>Rs. 2,75,88,276.00 (Rupees Two Crore, Seventy Five Lacs, Eighty Eight Thousand, Two Hundred &amp; Seventy Six Only)</b>
6)	Time allowed for Completion of Work	NIT	<b>06 (Six) Calendar months</b>
7)	Mobilization Advance	GCC / 10 B (ii)	Not Applicable
8)	Interest Rate of Mobilization Advance	GCC / 10 B (iv)	Not Applicable
9)	Schedule of Rates applicable	(i) Civil & PHE - DSR - 2023  (ii) E&M - DSR - 2022	Not Applicable
10)	Validity of Tender	NIT	<b>180 (One Hundred Eighty) days from the last day of submission of Tender/ Bid</b>

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
11)	Performance Guarantee	ITT	5.00 % (Five Percent Only) of contract value within 15 days from the issue of Letter of Award
12)	Security Deposit / Retention Money	GCC/ 1A	2.50 % (Two point Five Percent Only) of the gross value of each running /final bill & 2.5% in the form of BG.
13)	Amount of compensation in case of extension of completion date due to delays by the Contractor.	GCC/ 2A	Applicable
14)	Time allowed for starting the work	GCC/ Schedule ' F	The date of start of contract shall be reckoned from 15 days after the date of issue of letter of Award/handing over of the site.
15)	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work.	GCC / Schedule ' F	Not Applicable
16)	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (Except earth work)  Deviation limit for items in earth work subhead of DSR or related items.	GCC / Schedule ' F	Not Applicable
17)	Escalations	GCC / 10 CA	Not Applicable.
18)	Recovery rate of work Force supplied by HSCC to Contractor.	<u>GCC</u>	Not Applicable
19)	Defect Liability Period	SCC	06 months from the date of taking over the works by the HSCC or clients whichever is later.
20)	GREEN BUILDING RATING	SCC	Not Applicable
21)	GST rate applicable in the contract		@ 18 %

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**“Annexure-II”**

**“Unconditional Letter of Acceptance of Tender Conditions”**

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

To,  
HSCC (India) Limited,

\_\_\_\_\_

\_\_\_\_\_

Sub: Tender for **“Upgradation/ Strengthening of existing facility to the level of BPHU in the state of Jammu & Kashmir and their maintenance during Defect Liability Period”** (Tender No. HSCC/NHM/J&K/U&S/2024/24.)

Sir,

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

**Yours faithfully,**

**(Signature of the tenderer with rubber stamp)**

Dated:

**“ANNEXURE -III”**

**FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE**

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida – 201 301

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs. .... (Rupees ..... )in lieu of payment from M/s ..... having its /their registered office at .....(hereinafter called the Bidder) towards Bid Security in respect of your Tender no. .... calling for Tender for .....at ..... and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs ..... (Rupees .....).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs .....(Rupees .....).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non-observance of the terms and conditions of the said Tender shall be final and binding on us.

We undertake to pay the Executing Agency any money so demanded by the Executing Agency notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.



**This guarantee shall continue to be in full force and effect for a period of 180 (One Hundred Eighty) days from the date of submission of Bid.**

Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this ..... day of .....

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

**“Annexure-IV”****AFFIDAVIT**

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

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

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

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for..... (*Name of the work*) ..... To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body / corporations/ other premier institutes at any time during the preceding last seven (07) years financial years.

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

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

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

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

**DEPONENT**

Verified at .....this.....day of .....

**DEPONENT**

**ATTESTED BY (NOTARY PUBLIC)**

**“FORM - A”**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED**  
**DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO**  
**THE ONE IN WHICH THE BIDS ARE INVITED**

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks indicating the type of structure (RCC Framed or load bearing) and Nos. of storeyes alongwith basement constructed & also indicate all component of works as per requirement of similar nature of work executed or not.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\* indicate gross amount claimed and amount awarded by the Arbitrator.

**Note:-** Copy of “Work Orders” and “Completion Certificates” of the above works should also be submitted.

**Signature of Applicant**

**“Form - B”**

**Format for Power of Attorney for authorized signatory**

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

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

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

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

**(Authorized Signatory of bidder)**

**"FORM- C"****FINANCIAL INFORMATION**

Name of Firm/ Company: M/s .....

1. **Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on construction works** for last three years ending **31.03.2023**

Financial Year	Annual Turn Over in Indian Rupees ( or equivalent to Indian Rupees ) as per Audited Balance Sheet
2020-2021	Rs.
2021-2022	Rs.
2022-2023	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit / Loss** for last Five years ending **31.03.2023**

Financial Information in Rs. Equivalent	For year 2018-2019	For year 2019-2020	For year 2020-2021	For year 2021-2022	For year 2022-2023
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Financial arrangements for carrying out the proposed work.

Solvency certificate from Bankers of the bidder in the prescribed "Form - E".

UDIN No. ....

Date :

**Signature of Chartered  
Accountant with Seal**

**Signature of Applicant**

**"FORM-D"****TDS DETAILS FOR PRIVATE SECTOR PROJECTS**

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to the Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

**Note:** Value of Work done will be considered equivalent to the amount received as per the TDS Certificates.

In case of multiple contracts undertaken from a Client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML format or Form -16A.

**Signature of Bidder with Seal**

Signature of Chartered Accountant  
With Stamp and Membership Number

**UDIN :**

**“FORM – E”**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri ..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. ....(Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**DATE :** \_\_\_\_\_

(Signature & Seal)

For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) Incase of partnership firm, certificate should include names of all partners as recorded with the bank.

**"Form - F"****(GENERAL INFORMATION)****-: Structure & Organization:-**

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

**(Signature of Bidder with Seal)**



**"FORM -G"****PERFORMANCE REPORT OF WORKS**  
**REFERRED TO IN FORM "A"**

01.	Name of work / Project & Location	
02.	Name of Company / Firm	
03.	Agreement No.	
04.	Bided Cost	
05.	Executed Cost	
06.	Date of Start	
07.	<b>Date of completion:</b>	
	i) Stipulated date of completion	
	ii) Actual date of completion	
08.	(a) Whether case of levy of compensation for delay has been decided or not	<b>YES / NO</b>
	(b) If decided, amount of compensation levied for delayed completion, if any	
09.	<b>Performance Report:</b>	
	a) Quality of work	Outstanding/ Very Good / Good / Poor
	b) Financial soundness	Outstanding/ Very Good / Good / Poor
	c) Technical Proficiency	Outstanding/ Very Good / Good / Poor
	d) Resourcefulness	Outstanding/ Very Good / Good / Poor
	e) General behavior	Outstanding/ Very Good / Good / Poor
10	Details of arbitration / court cases if any including amount of claim amount of award and present position.	

Dated : \_\_\_\_\_

**Executive Engineer or Equivalent**

**"FORM - H"**

**DELETED**

**"FORM-I"**

<b>GST Registration Details of Contractor/Venders</b>	
Name	
Address (As per registration with GST Department)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

Signed by an Authorised Officer of the Firm

**“Form-J”**

**UNDERTAKING**

We do hereby undertake, **that I/we M/s .....**  
will get themselves registered with the concerned authorities like **GST registration**  
- **J&K, PF, ESIC, Building Cess Registration etc. in case the work awarded to us.**

Signed by an Authorised Officer of the Firm

**“Form-K”**

**UNDERTAKING**

We do hereby **indemnify** HSCC (India) Ltd. and National Health Mission, J&K against all penal action that may be levied/effectuated 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.

Signed by an Authorised Officer of the Firm

**“Form-L”****FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida – 201 301

Dear Sir,

In consideration of the HSCC (I) Ltd. as Executing Agency of National Health Mission, J&K, having offered to except the terms and conditions of the proposed agreement between.....(Executing Agency, which expression shall include his successor and assignees)& ..... M/S\_\_\_\_\_ (hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of \_\_\_\_\_ a Contract No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amounting to \_\_\_\_\_ percent of the total Contract value.

1. We, \_\_\_\_\_ (hereinafter called ‘The Bank’ which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. We \_\_\_\_\_ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in

respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
1. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
2. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of\_\_\_\_\_.
3. **This guarantee is valid till \_\_\_\_\_(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
4. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in

the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

12. We \_\_\_\_\_ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and this guarantee shall remain in force till \_\_\_\_\_ and unless a claim is made on us within 3 months from that date, that is before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

For and on behalf of Bank.

Issued under seal :

Branch Name :



**“Form-M”****FORM OF AGREEMENT**

This agreement is made at ----- on the ---- day of ----- 2023 between .....(The designated authority of the Executing Agency) as Executing Agency of National Health Mission, J&K (hereinafter called “.....(Executing Agency)” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

**Second Part**

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, (hereinafter called the “Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas .....(Executing Agency) is desirous that certain works should be executed, for **Construction of** \_\_\_\_\_ hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

**Volume - 1 (NIT)**

- Notice Inviting Tender (NIT) – Vol.-I – Section -1
- Instructions to Tenderer (ITT) – Vol.-I – Section -2

**Volume- II (GCC)**

- General Conditions of Contract

**Volume - III (SCC)**

- Specific Condition of Contract

**Volume - IV Technical Specifications****Volume - V (Financial bid and Bill of Quantities)****Quoting Sheet of Tenderers / Bidders**

**All the correspondence till award of contract i.e. addendum, LOA etc.**

**Technical and Financial bids submitted by bidder.**

3. In consideration of the payment to be made by HSCC (India) Ltd. to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HSCC (India) Ltd to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. HSCC (India) Ltd hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the .....(Executing Agency)

Signature of the authorized official

Signature of the authorized official

Name of the Contractor

Name of the official

Stamp / Seal of the Contractor

Stamp / Seal

SIGNED, SEALED AND DELIVERED

By the said

By the Said

on behalf of the Contractor:  
in the presence of:

on behalf of the .....(Executing Agency)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**END OF VOLUME – I  
(LAST PAGE)**