

BID DOCUMENT

For

**Supply, Installation, Testing, Commissioning and
Maintenance of 1 Gbps Internet Leased Line connection
(1:1) for Kalpana Chawla Government Medical College &
Hospital (KCGMC), Karnal, Haryana**

Volume-I



CONSULTANT
HSCC (INDIA) LTD
E-6(A), Sector-1, NOIDA(U.P) 201301 (India)
Phone: 0120-2542436-40 Fax: 0120-2542447

Tender No: - HSCC/KCGMC/IT/ILL/2017

KALPANA CHAWLA GOVERNMENT MEDICAL COLLEGE & HOSPITAL (KCGMC), KARNAL, HARYANA

NOTICE INVITING e-TENDER

HSCC/KCGMC/IT/ILL/2017

Date 12/01/2017

Online bids are invited on behalf of Director General, Medical Education & Research, Panchkula through e-tendering from eligible Internet Service Provider/firms duly registered in India as per applicable Law for the following work:

Name & description of work	Estimated cost (Rs.)	Completion period of work	Last date to fill/upload the tender	Bid security amount (Rs.)
Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Government Medical College & Hospital, Karnal, Haryana	Rs 87 Laacs (Yearly)	2 Calendar Months	31/01/2017 upto 14:30 hrs. Opening at 15.00 hrs.	Rs. 1,74,000/-

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 16/01/2017. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

The bidders are required to submit all documents duly authenticated by digital signatures and online only. No hard copy of the documents is required to be submit except (a) Original non refundable Demand Draft of Rs.5,000/- (Rs. Five thousand only) as cost of bid, in favour of "HSCC (I) Ltd" payable at Noida/Delhi (b) Original bid security/EMD as per approved Form B (c) original Form of Bid as per (Form A) in tender document to the office of General Manager (IT) at HSCC (I) Ltd., E-6(A), Sector-1, Noida (U.P.), Pin - 201301 before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

The documents to be uploaded online are listed at checklist. Complete set of Tender Documents have been made available at e-tender portal www.tenderwizard.com/HSCC and CPP Portal website <http://www.eprocure.gov.in>.

Interested firms/ may like to attend the pre bid meeting which will be held at 11:00 hrs at HSCC's Corporate Office at E-6(A), Sector 1, Noida on 18/01/2017 for subject work. Queries to be submitted from the date of issue of tender to the date of pre bid meeting, if any.

DGMER/HSCC reserves the right to accept or reject any application incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through HSCC's e-tender portal <http://www.tenderwizard.com/HSCC>, HSCC's website <http://www.hsccltd.co.in> and <http://www.eprocure.gov.in> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

General Manager (IT)
HSCC (India) Ltd.
For & on behalf of DGMER, Govt. of Haryana, Panchkula

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DEFINITIONS

1. **“Application”** shall mean the response submitted by interested parties in response to the tender.
2. **“BID/Tender”** shall mean documents issued by Client/HSCC to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract”** shall mean the contract to be signed between the Successful Tenderer and the competent authority on behalf of DGMER, Panchkula & their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
8. **“Client/Employer/Principal Employer”** Director General, Medical Education & Research, Panchkula.
9. **“Engineer in Charge (EIC)”** means the General Manager (IT), HSCC (India) Ltd. or any officer nominated by Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer-in-Charge from time to time.
10. **“Evaluation Committee”** shall mean the committee constituted by HSCC for the evaluation of the bids.
11. **“HSCC/Consultant”** shall mean HSCC (India) Ltd., having its Corporate Office at E-6(A), Sector 1, Noida, appointed by client as a Consultant for the project.
12. **“Letter of Award”** shall mean the letter issued by the Client/ HSCC to the Successful Tenderer inviting him to sign the Contract.
13. **“Performance Security/ Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned in this document.
14. **“Document Fee/Cost of Bid”** shall mean the amount to be paid by the tenderer in consideration of cost of bid document.
15. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.

NOTICE INVITING BIDS

Tender is invited on behalf of the Director General, Medical Education & Research, Government of Haryana, Panchkula from eligible Internet Service Provider/Firms/Agency as per eligibility criteria laid down, for the work of “Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana”

The work is estimated to cost as given in Table - I. This estimate, however is merely a rough guide. General Manager (IT), HSCC will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from General Manager (IT) on Tele-Fax 0120-2542436-40 from the date of issue of tender to the date of pre bid meeting. The NIT and other details are also available on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>

TABLE – I

Name of Work	Estimated cost	Period of Completion	Earnest Money	Cost of Tender
Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Government Medical College & Hospital, Karnal, Haryana	Rs 87 Lacs (Yearly)	2 Calendar Months	Rs.1,74,000/-	Rs.5000/-

1. Pre bid conference will held on 18/01/2017 at 11:00 AM in the HSCC’s Corporate Office at E-6(A), Sector 1, Noida or any other venue as decided in future for which intimation will be published on HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. General Manager (IT), HSCC (India) Ltd may also be contacted in this regard.
2. The bid documents will be available on line from 16/01/2017 at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>
3. Last date to fill/upload the tender through e-Tendering is 31/01/2017 upto 14:30 hrs. Opening at 15.00 hrs.
4. The intending bidder must have Class-III digital signature to submit the bid. All the charges including registration & tender processing for the HSCC’s e-tender portal will have to be borne by bidder. After submission of the bid the agency/service provider can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, agency/service provider can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
5. Bid shall be accompanied with Earnest money in shape of demand draft of a scheduled bank issued in favour of *HSCC (I) Ltd* payable at Delhi/ Noida or Bank Guarantee from scheduled bank in favour of “HSCC (I) Ltd” as per Form B, having validity for six months or more from the last date of receipt of tenders or any extension thereof.

Earnest Money in the form of Demand Draft or Bank Guarantee shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should

be deposited in HSCC office at HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (UP), Pin- 201301.

Demand Draft or Bank Guarantee against EMD and Cost of Bid Document shall be placed in single sealed envelope superscripted as "Earnest Money and Cost of Bid Document" with name of work and due date of opening of the bid also mentioned thereon and to be submitted in the office of HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (UP), Pin-201301 before the last date & time of submission of bid.

6. The tender comprising the Technical Package and Financial Package shall be submitted online upto 14:30 hrs on 31/01/2017 and will be opened by authorized representative in his office on the same day at 15:00 hrs i.e. Technical Package Part-II of only those tenderer, whose earnest money and cost of bid document placed in the other envelope is found to be in order shall be opened.
7. The agency/service provider, whose tender is accepted, will be required to furnish performance guarantee of 10% of the tendered amount. The performance guarantee shall be in the form of Bank Guarantee from scheduled bank as per Form C in the name of client. Performance BG to be valid for the period of completion of work for establishment of these services i.e. 2 months plus one year of Inter Leased Line services plus 3 months plus claim period of 3 months beyond that i.e. total (17 months plus 2 months claim period).

In case the agency/service provider fails to deposit the said performance guarantee within the given period, including the extended period if any, the earnest money deposited by the agency/service provider shall be forfeited automatically without any notice to the agency/service provider. In case the contract is renewed further for the successive year, bank guarantee of the 10% of the tendered cost with validity for the period of one year service period plus 3 months plus claim period of 3 months shall be submitted before expiry of previous year's contract. In case of failure to do so, previous year's PBG shall be forfeited by client.

8. Evaluation of the performance of agencies/firms for eligibility shall be done by Client/HSCC. If required, the works executed by the bidders who otherwise qualify may be got inspected by HSCC or a committee or any other authority as decided by Client.
9. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, etc.

The Bidders should make visit to see and understand the current IT set up of KCGMC, Karnal including servers, switches, firewall, wireless controller, access points, Network Management Solution (NMS) etc. at Server room of KCGMC, Karnal so as no incompatibility is left.

10. Accepting Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any

reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

11. Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
12. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re – tendering process of the work.
13. This is a Time Bound Project and no time over run is acceptable/ payable. Only bidders who can deliver project in time only need to apply. This tender provides strong disincentive clause as compensation for delay of work @ 1.5 % per month of delay to be computed on a per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.
14. The bidder should provide information regarding litigation/ Arbitration cases pertaining to the Internet Leased Line/Leased Line connection for the last five years as per Form G.
15. Registration/ Licence: The bidder should have Works Contract Tax/VAT Registration/PAN/Service Tax Number with the appropriate Authorities In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work within one month from the issue of letter of award. (Copy of each registration should be provided).
16. The bidder will indemnify HSCC/Employer/Client, 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 agency/service provider and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.
17. This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/agency/service provider, on acceptance of his tender by the Client/HSCC, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of Notice Inviting Bids, all the documents, technical bid, specifications, price schedule and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. If any.
18. The bidder should submit an affidavit on Rs100/- Non Judicial stamp paper duly notarized that they have not abandoned any work of Union Government/ State Governments/ PSU's etc. During the last 5 years. They should also submit an affidavit that they have not been blacklisted, debarred, penalised, declared non performer or expelled by Union Government/ State Governments/ PSU's/ judicial authority/arbitration body etc. During the last 5 years (Form F).
19. Client/HSCC reserves the right to accept or reject any or all the tenders, No Bidder shall have any cause of action or claim against the Client/HSCC for rejection of his tender.

General Manager (IT), HSCC
For & on behalf of DGMER, Govt. of Haryana, Panchkula

ELIGIBILITY CRITERIA FOR BIDDERS

S. No.	Pre-Qualification Criteria	Documentary Evidence / Documents to be submitted
1	Bidder must be legal entity registered in India under the Companies Act, 1956 having registered office and operations in India. Firm must have valid ISO 9001: 2008 or higher certifications as applicable.	Copy of Certificate of Incorporation issued by Registrar of Companies/ Copy of valid certificate submission.
2	Bidder must be a Class-A ISP license holder or Unified Access service License holder or Unified License holder for PAN India. License must be issued by DoT, Govt. of India.	Copy of License shall be furnished along with the bid.
3	The bidder should be a member of NIXI and must have peering with 1Gbps connectivity at least at Delhi/NCR & Mumbai.	Documentary evidence of the same.
4	The bidder must have supplied at least 1 Gbps of Leased Line/Internet Leased Line each to 02 or more clients anywhere in India in the last five financial years (i.e. last five financial years and current year), prior to the date of submission of this tender, who are using the internet bandwidth for critical applications / services hosted/ running at the client's site.	This should be duly supported by the Purchase Order/Work Order copy or any other associated document specifying the details of services and satisfactory performance certificate issued by the user.
5	Bidder must have their own back-bone NETWORK on fiber and a valid license to operate & provide ISP services.	Documentary evidence of the same.
6	<u>Turnover</u> Bidder should have average annual financial turnover of Rs. 87 Lacs in last three financial years. The turnover will be considered only for the bidding company and not for the group company or subsidiary company.	Extracts from the Audited Balance sheet and Profit & Loss; or certificate from the Statutory Auditor

INSTRUCTIONS TO BIDDERS (ITB)

1. **Introduction**

The Project “Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana” will provide the finest Internet Connectivity at KCGMC, Karnal.

2. **Disqualification**

Even if a bidder meets the eligibility criteria as, Client/HSCC may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the agency/service provider if the agency/service provider has:

Made misleading or false representations in the forms, statements and attachments submitted;
or

The Agency/service provider has been blacklisted, debarred, penalised, declared non performer or expelled by Union Government/ State Governments/ PSU’s/ judicial authority/arbitration body etc. even after bids have been opened.

3. **Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client/HSCC for the purpose.

4. **Pre-Bid Conference**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. HSCC/Client shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same.

5. **Clarifications**

A bidder requiring any clarification with regards to the BID document may notify GM (IT), HSCC (India) Ltd., E-6(A), Sector 1, Noida, UP – 201301 in writing or by Tele-fax at the mailing address indicated in Notice Inviting Bid. GM (IT), HSCC (India) Ltd., will respond in writing to any request for clarification. Written copies of the GM (IT), HSCC (India) Ltd’s response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on the HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. Only written communications/ clarifications can be considered as valid.

6. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. **Amendment to BID Document**

- i. At any time prior to the deadline for the submission of Bids, Client/ HSCC, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID by an amendment.

- ii. The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders who have received the BID, to arrive not later than 3 days prior to the original or extended deadline for the submission of the bids. This communication will be in writing or by tele-fax and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier to Client. The amendments would also be available on the website on HSCC e-tender portal. The Bidders are strongly advised to regularly visit these websites to ensure that they are aware of the amendments. The addendum (s) issued will form part of the BID documents
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Client/HSCC may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on HSCC e-tender portal and it will be the responsibility of the bidders to read.

8. Preparation of Bid:

a) Responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

b) Project Inspection and Site Visit

Any Site information given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with the Client, including availability of electricity, water and drainage, where applicable.

Client/HSCC shall not be liable for such costs, regardless the outcome of the selection process.

c) Documents Comprising the Bid.

Bidder shall submit their Bids in two packages namely the Technical Package and the Financial Package.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, including basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

9. Contents of Technical Package:

The technical package has to be submitted in two parts.

- a. Technical Package Part –I shall comprise the following :

- i. Original Non-refundable Demand Draft of Rs.5,000/- as Tender Fee
 - ii. Bid Security, in original,
 - a. The Bidder shall enclose EMD with their Bid for an amount as mentioned in Notice Inviting Bids.
 - b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of “HSCC (I) Ltd” payable at Noida/Delhi or Bank Guarantee from scheduled bank in favour of “HSCC (I) Ltd” as per Form B, having validity for Six (06) Months or more from the last date of receipt of tenders or any extension thereof. The Bank guarantees should be irrevocable and operative for a period of six months or more from the last date of receipt of tenders, or any extension thereof.
 - c. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the HSCC/Client.
 - d. The Bid securities of unsuccessful Bidders shall be discharged/ returned by Client/HSCC in not later than 30 days after the expiration of the period of Bid Validity.
 - e. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
 - iii. Form of Bid (Form A) for the Bid
- b. Technical Package Part –II ;Shall be submitted online only duly authenticated by digital signature and comprise the following:
- i. Checklist for the enclosed documents as per the format attached (Annexure I).
 - ii. Complete Bid document listed in Notice Inviting Bids excluding the price schedule including all amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any, duly authenticated by digital signature.
 - iii. Power of attorney (Form E) in favour of the person signing the Bid
 - iv. Affidavit by Bidder (Form F)
 - v. Litigation History (Form G)
 - vi. Form “T-1” (Financial Information)
 - vii. Form “T-2” (Details of works)
 - viii. Copies of Works Contract Tax/ VAT Registration or undertaking/PAN/Service Tax Number in this regard as per Clause 15 of Notice Inviting Bids
10. Contents of Financial Package
The financial package (Price Schedule) should be submitted online only. These prices should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).
11. Language of Bid
The Bid and all related correspondence and documents relating to the Project shall be in English language.

12. Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also be deemed to be in Indian Rupees unless otherwise mentioned.

13. Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Client/HSCC may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

14. Format and Signing of Bid

- a. Bid documents (technical package/ bid Part I and II and financial package/ bid) shall be stamped and signed on all pages by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents. In case a person, other than the one who has power of attorney, signs the bid then an authorization letter must be submitted for signing the bid on behalf of the person holding the power of attorney.

a. Entries to be filled in by the Bidder shall be typed or written in indelible ink.

- b. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client/HSCC, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- c. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

15. The Bid shall be submitted online along with documents and mode of submission mentioned at Checklist. Please note that the price should not be indicated in any of the documents enclosed in ***Technical package part I*** and ***Technical Package part II***. Non-compliance shall entail rejection of the Bid.

In e-tendering intending bidder has to quote rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures is to be taken as correct.

16. The last date for submission of completed Bids is given in Notice Inviting Bids. The Client/HSCC may, at their discretion, extend this date, in which case all rights and obligations of the Client and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

- i. Bids shall be submitted online. Client/HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- ii. Modifications/ Substitution/ Withdrawal of Bids
 - (a) No modification or substitution of the submitted Bid shall be allowed.
 - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HSCC before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall re-submit the Bid following all the applicable conditions. Re-submission will not be permitted more than once and till last date and time of submission as notified.

- (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and in case both are same then only withdrawal will be considered.

iii. Bid Due Date

- a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. Client/HSCC may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

iv. Late Bids

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

17. Power of Attorney

Bidders shall submit, along with Technical Package – Part II, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Client/HSCC and act as the contact person. The format for the power of attorney shall be as per Form E of Bid Document. In case bids are signed by Managing Deputy Secretary /Partner/Proprietor himself, PoA is not required.

18. Bid Opening

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

Technical Package Part – I: Shall be opened first. If the Bid Security & tender document fee is not found as prescribed, the Bid shall be summarily rejected.

Technical Package Part – II: Shall be opened next. Only qualified bidders of part I are eligible for part II. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.

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

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

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

Financial Package: Shall contain the price schedule. Financial package for all bidder whose bid is found to be generally in order and substantially responsive shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.

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

Price bid evaluation shall be made on total mention in price schedule.

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

Process to be Confidential

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by the Bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

Determination of Eligibility & Responsiveness

- i. Prior to the detailed evaluation of Bids, Client/ HSCC will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD,
 - g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Client/HSCC 's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by Client/HSCC. The decision of the Client/HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

19. Evaluation of Bids

- i. Client/HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document.
- ii. Client/ HSCC reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

20. Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material /

information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.

- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

21. Award of Contract

a. Award Criteria

Client/HSCC or its assignees will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

b. Notification of Award

- i. Prior to the expiry of the period of Bid Validity, HSCC will issue the Letter of Award for the work mentioned in price schedule at Volume II to the successful bidder, notifying him of being declared successful and the intent to sign the Contract with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which HSCC/Client will pay to the agency/service provider in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by Client/ HSCC from the unsuccessful Bidders.
- ii. Upon submission of Performance Security by the Successful Bidder, Client/HSCC will promptly notify the other Bidders and discharge / return their Bid securities.

c. Signing of Contract

- i. Client/ HSCC shall prepare the Contract in the Performa (Form D) included in this document, duly incorporating all the terms of contract between the two parties. Within 15 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract.
- ii. Prior to the signing of the Contract, the Successful Bidder shall submit Performance Security.
- iii. The Contract shall be duly signed by Client/HSCC or its assignees and Agency/service provider through their authorized signatories.
- iv. In case the Successful Bidder does not sign the Contract, Client/ HSCC reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

d. Performance Security

- i. The Successful Bidder shall furnish a bank guarantees for an amount of 10% of the

tendered value in favour of client towards Performance Security in accordance with the provisions in the Conditions of Contract. The bank guarantee has to be from a scheduled commercial bank based in India. The format for bank guarantee for work mentioned shall be as per Form-C provided in this BID.

- ii. Performance BG to be valid for the period of completion of work for establishment of these services i.e. 2 months plus one year of Inter Leased Line services plus 3 months plus claim period of 3 months beyond that i.e. total (17 months plus 2 months claim period).
- iii. In case the contract is renewed further for the successive year, bank guarantee of the 10% of the tendered cost with validity same as of previous year shall be submitted before expiry of previous year's contract. In case of failure to do so, previous year's PBG shall be forfeited by client.
- iv. Failure of the Successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of decision to award the Contract and forfeiture of the Bid Security.

e. Client's right to accept any Bid and to reject any or all Bids

- i. Notwithstanding anything above, Client/HSCC reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
- ii. Client/HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - a) In case no Bid/ a single Bid is received.
 - b) occurrence of any event due to which it is not possible to proceed with the selection process
 - c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
 - d) any other reason, which in the opinion of the Client necessitates the cancellation of the selection process
- iii. On occurrence of any such event, Client/HSCC shall notify all the Bidders within 7 days of such decision. Client/HSCC shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. Client/HSCC is not obligated to provide any reason or clarification to any Bidder on this account. Client's/HSCC's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Client on this account.
- iv. The Client further reserves the right to re-bid the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

All amendments/ addendum shall be made available at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. It will be the responsibility of the bidder to see the web site regularly and update.

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

INTRODUCTION

KCGMC, Karnal has been laying emphasis on reaping the benefits of information technology to effectively serve the national and international community to be an institution of international standard and repute in the areas of knowledge networking and develop state-of-the-art databases on health record.

SCOPE OF WORK

To cater the Internet bandwidth and connectivity requirement, KCGMC intends to hire 1 Gbps dedicated uncompressed symmetric Internet Leased Line (1:1) Connectivity through Leased Line (redundant fully fiber optic) with assured bandwidth of 1 Gbps at KCGMC, Karnal, on end-to-end basis per annum. KCGMC is indenting to utilize the required bandwidth to be made available uninterrupted for 24 X 7 X 365 basis on reliable media i.e. fiber optic for running various common network services such as hosting website, Internet access , web mail, running HMIS, PACS, QMS, EMS, LMS & related applications etc. If any earthwork/minor civil work is involved inside the premises it should be done by the bidder without any extra cost in intimation to the HSCC/client.

Routers, UPS or any other item/equipment required for providing the required 1Gbps Internet Leased Line services should be provided by the agency/service provider without any additional charges. Maintenance of the same during the contract period is the responsibility of the agency/service provider.

HARDWARE PROVISIONING & MAINTENANCE:

The bidder shall provide all the equipment such as mux, modems, converters and any other hardware required to terminate the internet leased line at KCGMC, Karnal. The maintenance of all such equipment will be with bidder only. KCGMC, Karnal shall provide power and space for co-locating the termination equipment without any charges. The bidder must specify in the bid the space and power requirements for their equipment.

PERIOD OF SERVICE:

The bidder shall provide the services under the contract valid for a period of 05 years starting from the date of Commissioning & Acceptance of the client. However, the services may be reviewed and renewed on yearly basis based on the performance of the agency/service provider. Details of the period of services are as under:

1. Set-up of 1Gbps Internet Leased Line at KCGMC, Karnal - completion within 2 calendar months.
2. Providing services of 1 Gbps Internet Leased Line for the period of 5 years (contract reviewed & renewed on yearly basis).

The service provider shall be responsible for Supply, Installation, Testing, Commissioning & Maintenance of the Internet connectivity to ensure 99.5% uptime of the Internet Leased Line provided, on monthly basis.

The technical requirements with terms and conditions are given below:

1. IP Addresses
The bidder shall provide 32 IPV4 IP addresses for exclusive use by KCGMC.
2. The bidder shall do installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet Leased Line of not less than 1 Gbps.
3. Bidder should guarantee for KCGMC, Karnal backbone support for uptime of 99.5%.

4. Local Loop has to be through Fiber Cable, wherein optical fiber is extended right up to the customer premises.
5. Network redundancy has to be built to protect the traffic from cable cuts.
6. Providing last mile connectivity to the KCGMC premises will be the responsibility of Service Provider. The Service Provider shall meet associated hardware such as modems/converters and so on.
7. Complete detail of service provisioning including offered bandwidth, compression type, termination details etc. are to be clearly stated.
8. Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable.
9. The last mile connectivity up to KCGMC premises should not be laid by third party.
10. At the bidder's end the link shall terminate at a Point of Presence (POP), which is owned by the bidding company. The bidder will deliver the last mile on its own optical fibre from bidder's POP to KCGMC premises.
11. Redundancy: The bidder shall provide the last mile i.e local loop based on optical fibre in self-healing ring topology to enable service availability on 24x7x365 basis.
12. Bidder must possess expertise on the complete set of BGP protocols, and prevent malicious/spurious traffic to KCGMC, Karnal. The bidder shall provide cover to KCGMC during any such global or targeted attacks. DDOS attack is not required. All BGP protocols should be followed.
13. The bidder shall provide complete technical support for Implementation of BGP and other routing related aspects to KCGMC.
14. The ISP's network shall support IPv6 and all necessary technical support for implementation shall be provided to KCGMC as and when required.
15. The bidder must provide the all relevant details of its peering points with NIXI.
16. Quality of Service (QoS)Parameters:
Port availability:- 99.5% calculated on monthly basis
17. The service provider shall provide 24/7 Help desk support to KCGMC and carry out Proactive maintenance, management and monitoring of the Internet Leased Line links to meet the desired SLA. The bidder must also provide methodology for problem management, resolution and escalation.
18. The bidders Network Operation Centre must respond to the complaints from KCGMC on 24/7 basis in the event of any failure or any attacks from internet.

Service Performance& Deliverables

- 1) The bidder must have a state of the art Network Management Centre or Network Operation Centre to ensure complete monitoring and process driven support on 24x7x365 basis to enable trouble shooting of all types of problems.

- 2) The bidder should provide monitoring tools at KCGMC for Bandwidth/Usage/Performance monitoring on real time basis. The bidder should be capable of providing Bandwidth usage reports, Performance reports on Real time /Hourly /Daily/ Weekly /Monthly basis & Network latency reports. Latency should be standard i.e. 80 ms.
- 3) **Planned Downtime:-**
There shall however, be a provision for planned maintenance activity in the service providers' network for which the service provider shall inform KCGMC at least 10 working days in advance. The maximum window for such maintenance shall not exceed 8 hours in six months with a single block not exceeding 4 hours at a stretch. The downtime period taken for the planned maintenance activity shall be made available only during off-peak hours and as advised by KCGMC. The downtime period taken for planned maintenance activity shall not be reckoned for calculating the Uptime availability of the services.
- 4) **Service Level Guarantee:-**
The bidder will have to meet service level parameters as mentioned. The bidder shall ensure to provide the minimum service availability of 99.5% on monthly basis and meeting the QoS parameter defined above.
- 5) **Damages for Service Failure:**
Bidder should give uptime guarantee of 99.5% on monthly basis. If the Quality of Service (QoS) parameters as defined are not met for any duration of time, the link shall be deemed to be down for such duration and penalty shall be imposed.

Damages for failing to maintain the stipulated internet port/link uptime of 99.5 % on monthly basis shall be calculated as under.

Uptime (%) per month	Damages for Service Failure to be deducted from the agency's Invoices.
>=99.5	0
>=99 and <99.5	5 % of 'x'
>=98.5 and <99	10 % of 'x'
>=98 and <98.5	15 % of 'x'
>=97.5 and < 98	20% of 'x'
>=97 and < 97.5	30% of 'x'
	where 'x' is the total monthly charges payable to agency

If the uptime (%) per month is less than 97% for 2 consecutive months, KCGMC reserves the right to review and terminate the contract.

- 6) In case of any degradation of service at any point during agreement period, the penalty conditions are to be imposed.
- 7) A Service Level Agreement shall be signed between client and Service Provider wherein the penalty clause as given below is to be accepted.

Other terms & conditions are mentioned below:

- 1.0 The bidder should have
- i. Direct peering (connectivity) with Tier 1 carriers to minimize numbers of hops.
 - ii. Local peering, within India, with at least one other bidder.

- 1.1 The bidder should have fully resilient and self-healing network architecture, on fiber medium.
- 1.2 In case bidder's national backbone uses the infrastructure of other licensed National Long Distance Operations (NLDO), the bidder must indicate the capacity available through these other provider networks, as well as indicate the existing SLA with all involved providers which should be complying and committing, at least 99.5% service availability including the last mile connectivity, on a 24*7*365 basis.
- 1.3 The bidder must have adequate support facility in NCR/Delhi/Haryana to provide 24* 7* 365 customer support and:
 - a. The bidder should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
 - b. The bidder should have single Toll Free number for all the call logging and status update.
 - c. The bidder should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, bidder should have well defined management and technical escalation procedures.
- 1.4 The bidder has to provide monthly Multi Router Traffic Grapher (MRTG) Report of usage of Bandwidth and will ensure that KCGMC is getting 1 Gbps (1:1) Bandwidth.
- 1.5 The bidder must submit, the detailed schematics/network diagrams explaining the implementation scheme, route map of the proposed connectivity along with their technical proposal. The proposal should clearly bring out the Bill of Material (BOM), the space and power required in KCGMC' Internet data center required to commission and provision the Internet connectivity.
- 1.6 KCGMC may inspect the bidder's PoP (Point Of Presence) during tender evaluation to verify details submitted by the bidder in the bid.
- 1.7 Providing last mile connectivity to KCGMC will be the responsibility of bidder. All equipment such as mux, modems/converters etc should be provided by the bidder. Bidder will be responsible for the maintenance of this equipment.
- 1.8 During the contract period if there is any reduction in the tariffs for Internet Lease Line in the market due to changes in Government policy etc., the benefit of subsequent price reduction shall be immediately passed on to KCGMC.
- 1.9 During currency of the contract, client reserves the right to re-negotiate on the tariffs being charged, based on market conditions, after one year apart from any other reductions in tariffs due to Government policies.
- 1.10 Client at any time may terminate the Contract by giving written notice of one month in advance to the selected agency/service provider, without any compensation, if the selected agency/service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KCGMC.

CONDITION OF CONTRACT

1 Completeness

Any equipment, materials, additional hardware, software or any other work is required for completeness of the system which may not be specifically mentioned, but are necessary for carrying out the contract work shall be in the scope of the agency and the systems must be complete in all respects and same shall be provided by agency without any extra charges.

2 Settlements of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion, or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the agency/service provider considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the authority (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the agency/service provider's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the agency/service provider is dissatisfied with the instructions or decision of the Reviewing Authority, the agency/service provider may, within 15 days of the receipt of Reviewing Authorities' decision, appeal to the authority (Appealing Authority) who shall afford an opportunity to the agency/service provider to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of agency/service provider's appeal. If the agency/service provider is dissatisfied with this decision, the agency/service provider shall within a period of 30 days from receipt of the decision, give notice to the Client for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of sub-para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Client. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person, other than a person appointed by Client or the Client, as aforesaid, should act as arbitrator.

It is also the term of this contract that agency/service provider shall continue to discharge their obligation during the pendency of arbitration.

It is also a term of this contract that if the agency/service provider does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the agency/service provider shall be deemed to have been waived and absolutely barred and the Department/Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases the arbitrator shall give reasons for the award. However the Arbitrator shall also have the power to make Interim Award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Reviewing Authority – Director General Medical Education and Research, Government of Haryana, Panchkula

Appealing Authority - Director General Medical Education and Research, Government of Haryana, Panchkula

3 Levy/Taxes payable by Agency/service provider

(i) Sales Tax/VAT (except Service Tax), or any other tax or Cess in respect of this contract shall be payable by the agency/service provider and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the agency/service provider to the concerned Client on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the agency/service provider.

(ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the agency/service provider to the State Government, Local authorities in respect of any material used by the agency/service provider in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the agency/service provider.

(iii) ESI and EPF contributions in respect of this Contract shall be payable by the Agency/service provider and any payment in respect of this shall be made by the Agency/service provider only and Government shall not entertain any claim whatsoever in this respect. In case of any demand from the ESI or EPF authorities against the Agency/service provider, the same shall be deducted from their bills/dues.

4 **Payment Terms**

The standard payment terms shall be as below:

- I. The 100% payment for One Time Charges of the contract value will be made by client after 90 days of successful commissioning of Internet lease line and acceptance test at the site in terms of agreement.
- II. The payment of recurring charges will be made on quarterly basis subject to the performance of the satisfactory services and against the submission of the invoice.

Deduction of Taxes as applicable shall be made from each bill.

5 **User Acceptance Tests (UAT)**

User Acceptance Testing (UAT) consists of a process of test by the user that the application developed according the specifications mentioned in tender document and accepted by the users.

6 **Handing over & Taking over process**

For handing over & taking over process in addition to clauses specified the following services/works to be complied by the agency/service provider:-

- a) Rectification of all defects shall be carried out by the agency before Handing over/Taking over process.
- b) All services/equipments/Hardware/Software/Application Software/Network to be run and check as per requirements and satisfaction of Client.
- c) Agency shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guaranty/Warranty papers, licence etc for all equipments/Hardware/Software before handing over & taking over process.

7. **Expected Risks & Force Majeure**

(a) **Expected Risks**

The “expected risks” are war, hostilities (whether war declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or (unless solely restricted to the agency/service provider or of his sub-agency/service providers and arising from the conduct of, their workmen) riot, commotion or disorder or radiation or contamination by radio-activity and other hazardous properties of any explosive, nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced agency/service provider could not foresee, or reasonably make provision for on insure against all of which are herein collectively referred to as “the expected risk”

(b) Force Majeure

- i) Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.
- ii) In the event of the effect of force majeure continuing beyond the period of One hundred and eighty (180) days, the parties shall mutually decide whether or not to terminate this Contract. In the event of termination of contract the agency/service provider shall be paid for the work done and which has been accepted and certified by the Consultant and shall not assert any additional claims against the Client.

8. The agency/service provider shall make their own arrangement of facility for their staff i.e. accommodations, conveyance, mineral water, refreshments and meals.

9. Rates/Prices

The quoted rates/prices for the items shall be complete in all respect including all labour, material, tools and tackles, all taxes, duties, levies, octroi, statutory levies applicable from time to time and others as specified in SCC etc. The agency should quote his rates/prices accordingly for the complete items in all respects.

10. Arbitration

The venue/ seat of Arbitration shall be at Delhi. During the arbitration the agency/service provider shall not stop the work & shall continue to work in terms of the contract.

11. When Contract can be Determined

Subject to other provisions contained in this clause, the Client may, without prejudice to his any other rights or remedy against the agency/service provider in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the agency/service provider having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the agency/service provider has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the agency/service provider fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the Agency/service provider persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the agency/service provider shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the agency/service provider shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the agency/service provider shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the agency/service provider being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the agency/service provider being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the agency/service provider shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the agency/service provider assigns, transfers, sublets (engagement of workmen on a piece-work basis or of workmen with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the work agency/service provider has made himself liable for action under any of the cases aforesaid, Client shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the agency/service provider under the hand of the Engineer-in-Charge shall be conclusive evidence).

Upon such determination, the Earnest Money Deposit, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) After giving notice to the agency/service provider to measure up the work of the agency/service provider and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another agency/service provider to complete the work. The agency/service provider, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Client, the agency/service provider shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the agency/service provider shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Annexure –I (Checklist)**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE – Part I :**

S. No	Name of Document	Mode of submission	Yes/No
1.	Form of Bid and Appendix (Form A) for the Bid	In Original & Copy Online	
2.	Non refundable Demand Draft of Rs5,000/- (Rs. Five thousand only) as cost of bid, in favour of “HSCC (I) Limited “ payable at Noida /Delhi	In Original & Copy Online	
3.	Bid Security (Form B) in separate sealed envelope	In Original & Copy Online	

TECHNICAL PACKAGE – Part II :

S. No	Name of Document	Mode of submission	Yes/No
1.	Checklist for the enclosed documents as per the format attached (Annexure I)	Online	
2.	Power of attorney (Form E) in favour of the person signing the Bid on a duly notarized non judicial Rs 100/- stamp paper	Online	
3.	Affidavit by Bidder (Form F) on a duly notarized non judicial Rs 100/- stamp paper	Online	
4.	Litigation History (Form G)	Online	
5.	Form “T-1 ” (Financial Information)	Online	
6.	Form “T-2” (Details of works)	Online	
7.	To be uploaded complete bid documents, as listed in Notice Inviting Bids excluding price schedule but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.	Online	
8.	Copies of Works Contract Tax/VAT Registration or undertaking/PAN/ Service Tax Number in this regard as per clause 15 of Notice Inviting Bids	Online	

FINANCIAL PACKAGE COMPRISING OF (Vol- II):

S. No	Name of Document	Mode of submission	Yes/No
1.	Price Schedule	Online	

Note: The bidders are required to submit all documents duly authenticated by digital signatures and online only. No hard copy of the documents is required to be submit except (a) Original non refundable Demand Draft of Rs.5,000/- (Rs. Five thousand only) as cost of bid, in favour of “ *HSCC (I) Ltd* “ payable at Noida/Delhi (b) Original bid security as per approved form B, Vol.1 of tender (c) Original Form of bid to the office of General Manager (IT), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301, before date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

FORM A

FORM OF BID

To

**General Manager (IT),
HSCC (India) Ltd.,
E-6(A), Sector 1,
Noida – 201301**

Sub : Submission of Proposal

Name of the Work: “Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana”

Having visited the Site, ascertained the Site conditions and examined the conditions of contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold Client/HSCC responsible on any account in this regard.
3. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of 180 days from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of Client/HSCC, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;
 - a. All documents as per the checklist
 - b. Bank guarantee for Rs _____ (Rupees _____ only) issued by _____ (name of the bank) valid until _____ towards EMD.

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....20....

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

.....
.....

Witness – Signature

Name

Address

.....
.....

FORM B

FORMAT FOR EMD/BID SECURITY

(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

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, 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 Consultant any money so demanded by the Consultant
notwithstanding any dispute or disputes raised by the Agency/service provider(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 Agency/service provider(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 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

Signature & seal of the Bank (Authorised Signatory)

FORM C

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

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

To,

Director,
KCGMC, Karnal

Dear Sir,

In "Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana (hereinafter called 'Employer') which expression shall include his successor and assignees represented by his Consultant, M/s. HSCC (India) Ltd., Plot – 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) having awarded to M/S _____ (hereinafter referred to as the said Agency/service provider or 'Agency/service provider' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the Conditions of Contract and upon the condition of the Agency/service provider's furnishing Security for the performance of the Agency/service provider's obligations and discharge of the Agency/service provider'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 Agency/service provider 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 Agency/service provider 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 Agency/service provider 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 Agency/service provider's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Agency/service provider or to grant time or indulgence to the Agency/service provider 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 Agency/service provider 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 Agency/service provider 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 Agency/service provider stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. 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 Agency/service provider 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.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Agency/service provider arising upto and until midnight of_____.
8. 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 Agency/service provider'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.

9. It shall not be necessary for the Employer to proceed against the said Agency/service provider 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 Agency/service provider shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. 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 Agency/service provider or the said bank shall not discharge our liability hereunder.
11. 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.
12. 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 :

FORM D

FORM OF CONTRACT

This Contract made the _____ day of _____ 20_____ between HSCC/Client for “Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana”(hereinafter called "The Employer/ Client") represented by M/s HSCC (India) Limited; E-6(A), Sector-1, Noida (U.P)- 201301 who enters into this Contract of the one part and M/s..... (hereinafter called "The Agency/service provider") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Agency/service provider, viz _____ ("the Works") and has accepted a Bid by the Agency/service provider for the execution and completion of the works and the remedying of any defects therein.

Now this Contract witnessed as follows:

1. In this Contract words and expressions 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 construed as part of this Contract, viz :
 - a. Volume - I
 - Notice Inviting Bids
 - Instruction to bidder
 - Technical bid
 - Conditions of Contract
 - Technical Specifications
 - b. Volume - II
 - Price ScheduleAll the correspondence till award of contract i.e. addendum, LOA etc. Technical and Financial bids submitted by bidder.
3. In consideration of the payments to be made by the Employer to the Agency/service provider as hereinafter mentioned, the Agency/service provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Agency/service provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Contract to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature of [HSCC] for and on behalf of client for “Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Govt. Medical College & Hospital (KCGMC), Karnal, Haryana”

Binding Signature of Agency/service provider

In the presence of

Witness (1) :

Witness (2) :

Form E

Format for Power of Attorney for authorized signatory

To be executed on Non judicial stamp paper of Rs. 100/- duly notarized.

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 ofas 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 Client/HSCC, and generally dealing with Client/HSCC 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.

Place:-

Date:-

Accepted by

Sd/-

Name of Attorney:-

Designation of Attorney:-

Executants

Name:-

Designation:-

Name of Co.:-

Seal/Stamp of Company

Stamp of Attorney with

Stamp containing Name and Designation

FORM F

AFFIDAVIT

(To be submitted on Stamp Paper of Rs. 100/- duly Notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned hereby certifies that our firm M/s _____ have not been blacklisted/debarred/penalized, declared non performer or expelled by any government agency or public sector undertaking or judicial authority/arbitration body during the last five years prior to the date of this application.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the HSCC/Client to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.

Signed by an Authorized Officer of the Firm

FORM 'T-1'

FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three 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.

Gross Annual Turnover for last three years ending 31.03.2016

Financial Year	Annual Turn Over in Indian Rupees as per Audited Balance Sheet
2013-2014	Rs.
2014-2015	Rs.
2015-2016	Rs.
Average Annual Turnover over the past three years	Rs.

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM - 'T - 2'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

DURING THE LAST FIVE YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDER

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Bandwidth of the Internet Leased Line/Leased connection provided	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
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

This should be duly supported by the Purchase Order/Work Order copy or any other associated document specifying the details of services and satisfactory performance certificate issued by the user.

Certify that above information given is correct to my knowledge and belief.

Signature of Applicant

BID DOCUMENT

For

**Supply, Installation, Testing, Commissioning and
Maintenance of 1 Gbps Internet Leased Line connection
(1:1) for Kalpana Chawla Government Medical College &
Hospital (KCGMC), Karnal, Haryana**

Volume-II

Price Schedule



CONSULTANT
HSCC (INDIA) LTD
E-6(A), Sector-1, NOIDA(U.P) 201301 (India)
Phone: 0120-2542436-40 Fax: 0120-2542447

Tender No: - HSCC/KCGMC/IT/ILL/2017

PRICE SCHEDULE

Tender No: - HSCC/KCGMC/ IT/ILL/2017

Work:- Supply, Installation, Testing, Commissioning and Maintenance of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Government Medical College & Hospital (KCGMC), Karnal, Haryana.

Name of Bidder:-

Work to be executed and services to be provided as per scope of work, technical requirements, technical specifications, tender's terms & conditions etc. as per the requirement & complete in all respect & satisfaction of the engineer/client.			
SNO	Description	Price (Rs.)	Price (In words)
1.	One Time Charges for supply, Installation, Testing and Commissioning of 1 Gbps Internet Leased Line connection (1:1) for Kalpana Chawla Government Medical College & Hospital (KCGMC), Karnal complete in all respect (inclusive of all hardware, software, FOC cable etc upto last mile connection).		
2.	Annual Recurring Charges for providing above 1 Gbps Internet Leased Line connection (1:1) inclusive of maintenance etc. as per the requirement & complete in all respect & satisfaction of the engineer/client.		
	Total		

The above cost should include all the components that are required for end to end connectivity i.e. last mile upto site.