

**MINSITRY OF HEALTH & FAMILY WELFARE
(MOH&FW), Govt. of India, New Delhi**

e-TENDER

FOR

**“Providing Security Services for Housing Complex & OPD at AIIMS,
Raebareli (U.P.) Under PMSSY. ”**

Volume - I

- PREQUALIFICATION
- INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT
- SPECIFICATIONS

September -2017



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

Phone: 0120-2542436-40

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Tender No. HSCC/AIIMS/ Raebareli/Security/2017

**MINSITRY OF HEALTH & FAMILY WELFARE,
(MOH&FW), Govt. of India, New Delhi**

No. HSCC/AIIMS/ Raebareli/Security/2017

Date: 02-09-2017

INVITATION FOR E-TENDER

HSCC India Ltd. intends to invite online item rate bids for & on behalf of Ministry of Health & Family Welfare, Govt. of India, New Delhi through e-tendering from eligible security agencies/firms who have valid registration/ license under the **Private Securities Agencies Regulation Act, 2005(# No.29 of 2005)** for carrying the business of Private Security Services for the security of following work:

“Providing Security Services for Housing Complex & OPD at AIIMS-Raebareli (U.P.) Under PMSSY”

The bid documents are available online from **07.09.2017** & the Last date to fill/upload the bids through e-Tendering: **upto 15:00 hrs. on 21.09.2017**. For details in regards eligibility, bid security, submission & other tender details, please refer detailed NIT on HSCC e-tender portal <http://www.tenderwizard.com/HSCC> & www.eprocure.gov.in or www.cpp.nic.in

DGM (Civil), HSCC

For & on behalf of MOH&FW, Govt. of India, New Delhi

MINISTRY OF HEALTH & FAMILY WELFARE (MOH&FW), Govt. of India, New Delhi

NOTICE INVITING e-TENDER (Detailed - NIT)

TENDER NO.: HSCC/AIIMS/ Raebareli/Security/2017

Dated: 02.09.2017

HSCC (India) Ltd. intends to invite online item rate bids for & on behalf of Ministry of Health & Family Welfare, Govt. of India, New Delhi through e-tendering from eligible security agencies/firms who have valid registration/ license under the **Private Securities Agencies Regulation Act, 2005(# No.29 of 2005)** for carrying the business of Private Security Services for the security of following work:

Name & description of the work	Last date to fill/upload the tender through e-Tendering.	Bid Security/EMD amount (in Rs.)
“Providing Security Services for Housing Complex and OPD at AIIMS-Raebareli (U.P.) Under PMSSY”	21.09.2017 upto 15:00 hrs. & Opening at 15:30 hrs.on 21.09.2017	Rs. 2.65 Lacs.

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from **07.09.2017**. 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 (a) Original non-refundable Demand Draft of Rs.1000/- (Rs. One thousand only) as cost of bid, in favour of “*HSCC (India) Ltd.*” payable at Noida/Delhi (b) Original bid security/EMD in the form of Demand Draft (DD) in favour of “HSCC (India) Ltd.” payable at Noida/ New Delhi with the office of “DGM (Civil), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301, either by registered post or by hand before the date and time fixed for opening of bid failing which the bid will be declared non-responsive.

The documents to be uploaded online are listed at checklist (**Annexure-A**) of Vol.-I .

Complete set of Bid documents comprising of Volumes- I (Terms & Condition of Contract) & Vol.- II (BOQ) has been made available at HSCC website <https://www.hsccltd.co.in> and Institute website www.eprocure.gov.in and e-tender portal <http://www.tenderwizard.com/HSCC>. The interested bidders/firms may download the bid documents. Interested applicant contractors/firms may like to attend the pre bid meeting which will be held at 15:00 hrs at Corporate office of HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin201301 on 12.09.2017.

The Bids should be uploaded complete in all respects along with the details of Bid document fee and Bid security on or before the due date and time as mentioned above on <http://www.tenderwizard.com/HSCC>. MOH&FW/HSCC reserves the right to accept or reject any bid without assigning any reason or incurring any liability whatsoever.

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

DGM (Civil) | HSCC (India) Ltd.
For & on behalf of MOH&FW, Govt. of India, New Delhi

DISCLAIMER

This document has been prepared by HSCC, on behalf of Ministry of Health & Family Welfare (MOH&FW), Govt. of India, New Delhi. The information is provided to prospective Bidders/Security agencies, who are interested to Bid for **Providing Security Services for Housing and OPD complex at All India Institute of Medical Sciences (AIIMS), Raebareli, U.P. India under PMSSY.**

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide the interested parties with information and to assist in preparing their bid. While HSCC have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further MOH&FW/ HSCC does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

MOH&FW/ HSCC reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

Definitions

1. **“Agency”** shall mean the contractor/bidder having relevant profile in the business of Private security, registered /licensed under regulation act 2005 (29 of 2005).
2. **“Application”** shall mean the response submitted by interested parties.
3. **“BID/Tender”** shall mean documents issued by MOH&FW/ HSCC to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
4. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
5. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
6. **“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”**.
7. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority on behalf of **MOH&FW/** their authorized representative.
8. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
9. **“Evaluation Committee”** shall mean the committee constituted by MOH&FW / HSCC for the evaluation of the bids.
10. **“HSCC”** shall mean HSCC (India) Ltd., having its Corporate Office at E-6(A), Sector 1, Noida, appointed by MOH&FW as a Project Management Consultant (PMC) for the project.
11. **“Letter of Award”** shall mean the letter issued by the HSCC/MOH&FW to the Successful Tenderer inviting him to sign the Contract Agreement.

12. **“MOH&FW”** shall mean Ministry of Health & Family Welfare, Government of India.
13. **“Performance Security”** shall mean the amount to be deposited by the Successful Tenderer as per relevant clause mentioned elsewhere.
14. **“Processing Fee”** shall mean the amount to be paid by the Tenderer/Bidder in consideration of cost of bid document/processing.
15. **“Work/ Name of work”** shall mean **Providing Security Services for Housing Complex and OPD at AIIMS-Raebareli (U.P.) Under PMSSY.**
16. **“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.
17. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
18. **“Similar Works”** as defined in qualifying criteria.
19. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
20. **“Employer/Principal Employer/Client”** means **MOH&FW (Ministry of Health & Family Welfare, Government of India, New Delhi).**
21. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
22. **“ITB”** means **Instructions to Bidders**
23. **“PMSSY”** shall mean **Pradhan Mantri Swasthya Suraksha Yojana.**

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
FORMING PART OF BID DOCUMENT

1. The intending bidder must read the terms and conditions of **Notice Inviting Bids and the Bid documents** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. The bid document and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.tenderwizard.com/HSCC> free of cost.
4. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft of any Scheduled Bank towards cost of bid document and EMD/ Bid Security in favour "**HSCC (India) Limited**", payable at Delhi/Noida as per details given in the Bid Document and Processing Fee via online mode only and other documents as specified.
5. Those bidders not registered on the website mentioned above, are required to get registered beforehand to initiate online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process.
8. Bidder can upload documents in **JPG** format or **PDF** format.
9. The MOHFW/HSCC reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

Sd/-

DGM (Civil) | HSCC (India) Ltd.
For & on behalf of MOH&FW, Govt. of India, New Delhi

Providing Security Services
for
Housing & OPD complex
at
AIIMS -Raebareli

VOLUME - I

PART A

PREQUALIFICATION

PREQUALIFICATION

PREQUALIFICATION DOCUMENT

NAME OF WORK: **Providing Security Services for Housing Complex & OPD at AIIMS, Raebareli (U.P.) Under PMSSY**

ESTIMATED COST: **Rs.1,32,34,428/-** (Rupees One Crore Thirty two Lacs and thirty four thousand four hundred and twenty eight only)

EMPLOYER: Ministry of Health & Family Welfare (MOH&FW), Govt. of India, New Delhi

1.0 SCOPE OF WORK:

Providing Security Services etc. at All India Institute of Medical Sciences , Raebareli, Uttar Pradesh Under PMSSY.

Period of Contract: 1 Year

This Contract shall be valid for a Period of One Year from the date of award of the work /contract.

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

2.0 SUBMISSION OF APPLICATION:

- 2.1 Application for Pre-Qualification must be submitted complete in all respect in sealed envelopes (as per checklist, placed at **Annexure – A**) which must be either delivered by hand to the office of DGM (CIVIL), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector-1, NOIDA, U.P.-201301, so as to reach not later than **21.09.2017** before **1500 Hrs.** and be clearly marked

“Tender for Providing Security Services for Housing Complex & OPD at AIIMS, Raebareli (U.P.) Under Pradhan Mantri Swasthya Suraksha Yojana (PMSSY)”.

Please refer to Part B for further details.

- 2.2 The name and mailing address of the Applicant shall be clearly marked on the envelope.
- 2.3 All the information asked for pre-qualification shall be answered in the ENGLISH language by all the agencies/firms.
- 2.4 Failure to provide information in the stipulated format enclosed or to provide timely clarification or substantiation of the information supplied (considered essential to evaluate the Applicant’s qualification) may result in disqualification of the Applicant.

PREQUALIFICATION

3.0 MINIMUM CRITERIA FOR PRE-QUALIFICATION:

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

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

- (i) Average Annual Financial Turnover during the last three financial years i.e. 2013-2014, 2014-2015 & 2015-2016 should be at least 30% of the estimated cost for this project. Audited balance sheet/ Annual income tax return to be submitted (Fill enclosed Annexure III).
- (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

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

or

Two similar completed works* costing not less than the amount equal to 60% of the estimated cost.

or

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

* Similar works means:

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

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of submission of bid

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

Works completed with levy of compensation shall not be considered as completed works.

- 3.2 Financial Capabilities: The Applicant shall submit Audited Balance Sheets/Certified account statement showing turnover & net profit from Chartered Accountant for the last three financial years i.e. 2013-2014, 2014-2015 & 2015-2016. IT return to be submitted The applicant should not have incurred any loss in more than two years during the last five years ending 31st March 2016 (Fill enclosed ANNEXURE-III).

PREQUALIFICATION

- 3.3 The firm shall submit an affidavit duly notarized that they have not abandoned any work of Union Government/ State Governments/ PSU's etc. during the last 5 years. They should also submit an affidavit that they have not been blacklisted, debarred, declared non performer or expelled by Union Government/ State Governments/ PSU's etc. during the last 5 years.
- 3.4.1 The applicant should provide information regarding litigation/ Arbitration cases if any for the last five years as per **ANNEXURE- V**
- 3.4.2 The applicant must submit an undertaking that there will be no disruption of services & payment to guards, etc. in case the payment is delayed up to 4 months and they are capable of making payment to their employees.
- 3.4.3 The applicant should have the valid registration /licence under the Private Securities agencies Regulation Act, 2005 (# No.29 of 2005) for carrying the business of Private Security Services for security and submit a copy of valid registration/license.**

4.0 PERSONNEL, EQUIPMENT CAPABILITIES

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

5.0 EXPERIENCE OF EXECUTION OF WORK OF SIMILAR NATURE & COMPLEXITY

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

6.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH APPLICATION

- 6.1 Registration/ Licence: The firm should have G.S.T. Registration, PF Registration, ESI Registration & PAN No. with the appropriate Authorities. **Copy of valid licence under section 12 of contract labour (registration and abolition) act 1970.**
- 6.2 The contractor/ firm/applicant will indemnify HSCC, against all panel action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant along with prequalification.
- 6.3 The applicant shall submit the supporting documents regarding the information given in the **ANNEXURE-I** to **ANNEXURE-V**.

PREQUALIFICATION

- 7.0** Even though the Applicants meet the minimum Pre Qualification criteria, they are subject to be disqualified, if they have:
- made misleading or false representation in the form, statement and attachments submitted; /or
 - Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
 - The performance of any agency already worked/ working with HSCC is not found satisfactory/or
 - found to have been black listed, debarred or non performer in any of the works as on date of submission of bid.
 - Non response or non submission of clarifications within specified time
- 8.0** The bidders are advised to visit the site location to get first hand information as regards its approach, accessibility, working conditions, site conditions, etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application shall be borne by the applicant irrespective of the outcome.
- 9.0 If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering in HSCC. The department reserves the right to verify the particulars furnished by the applicant independently.
- 9.1 HSCC may ask for any additional information and/ or clarification from the applicant. The applicant shall submit such additional information and/ or clarification as requested by HSCC within the time specified in the communication.
- 10.0** The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.
- 11.0** Even though the agency meets all the criteria, the Employer reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.
- 11.1 In case working with HSCC, Performance Certificate from concerned departmental head in HSCC must be attached.
- 12.0 UPDATING QUALIFICATION INFORMATION**
- 12.1 Applicants shall be required to update the financial information used for Pre-Qualification as and when asked for and at the time of submitting their bids, to confirm their continued compliance with the pre-qualification criteria and verification of information provided.
- 13.0 GENERAL**
- 13.1 Financial bid of only agencies / firms who have been pre-qualified will be opened.

PREQUALIFICATION

- 13.2 The Employer reserves the right to:
- (a) Reject or accept any application without assigning any reason or incurring any liability thereof
 - (b) Cancel the pre-qualification process and reject all applications
 - (c) Split the works into different packages if required
 - (d) Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.
- 13.3 Joint venture companies or experience of any work done in joint venture shall not be considered.
- 13.4 No correspondence either from successful / pre-qualified applicant or unsuccessful applicant will be entertained in this regard.

DGM (Civil), HSCC (India) Ltd.
For & on behalf of MOH&FW, Govt. of India, New Delhi

PREQUALIFICATION

LETTER OF APPLICATION

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

Date: _____

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

Sir,

1. Being duly authorised to represent and act on behalf of (Hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the **“Tender for providing security services, etc. at All India Institute of Medical Sciences , Raebareli, Uttar Pradesh (UP), India, under PMSSY.”**

Tender Number	Client Name
HSCC/AIIMS/ Raebareli/Security/2017	Ministry of Health & Family Welfare (MOH&FW), Govt. of India, New Delhi

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

PREQUALIFICATION

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

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

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

Sealed & Signed
Name
For and on behalf of

PREQUALIFICATION

APPLICATION FORM NO. 1

GENERAL INFORMATION

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

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

Authorized Signatory of bidder

PREQUALIFICATION

APPLICATION FORM NO. 2

STRUCTURE AND ORGANIZATION

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

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

Authorized Signatory of bidder

PREQUALIFICATION

ANNEXURE-I

INFORMATION TO BE PROVIDED

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

PREQUALIFICATION

- 13 A declaration stating as the payment of wages to the personnel deployed should be made as per the recent notification under the payment of Minimum Wages Act, 1948 should be attached With the tender document by the bidder.
_____ Yes/No_____
- 21 The tender should be valid for six months from the date of opening of the tender.
_____ Yes/No _____
- 21 Performance Report from Govt. organizations indicating value of work performed & period ____ Yes/No _____
- 16 Non-Conviction Certificate that the bidder has not been convicted/black listed by any Govt. agency/PSU or Institution _____ Yes/No _____
- 17 List of Institutions with period, to whom similar services are being provided _____ Yes/No _____
- 18 Organizational set up clearly indicating the ratio between daily wages and permanent staff
_____ Yes/No _____
- 19 An attested photo copy of the agreement already/ ongoing contract with any Govt./PSU/Institution
_____ Yes/No _____
- 20 Copy of the list of Govt. recognition/approval of the statutory authorities.
_____ Yes/No _____
- 21 A certificate that the agency has verified the antecedents and police verifications of all the persons before deploying them.
_____ Yes/No _____
- 22 Name of the contact person Phone, Mobile & Fax No.

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

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

PREQUALIFICATION

ANNEXURE –II

PERSONNEL CAPABILITIES

List of Employees.

Authorized Signatory of bidder

PREQUALIFICATION

ANNEXURE - III

FINANCIAL CAPABILITIES

(Rs. In lacs)

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet /Certified Account Statement showing turnover & net profit from Chartered Accountant.
2013-2014	Rs.
2014-2015	Rs.
2015-2016	Rs.
Average Annual Turnover over the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2013-2014	For year 2014-2015	For year 2015-2016
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

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

Authorized Signatory of bidder

PREQUALIFICATION

ANNEXURE - IV

EXPERIENCE OF EXECUTION OF WORK OF SIMILAR NATURE & COMPLEXITY

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

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

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

Authorized Signatory of bidder

Litigation Details

Court Cases/arbitration

<u>Name of Bidder</u>

Brief details/Information of legal cases.

Authorized Signatory of bidder

Providing Security Services
for
Housing & OPD Complex
at
AIIMS Raebareli

VOLUME-I
PART B

INSTRUCTIONS TO
BIDDERS

INSTRUCTION TO BIDDERS

SCOPE OF WORK /JOB DESCRIPTION

1. To provide round the clock security services for Housing Complex & OPD at All India Institute of Medical Sciences, Raebareli, Uttar Pradesh to prevent, pilferage, damage, encroachment etc. from the guarded premises and to report to the management and concerned police authority wherever necessary.
2. Protection of persons in the premises.
3. Evacuation of persons in case of fire or natural calamities.
4. Prevention of unauthorized entry of personnel including all types of outside vendors in the premises.
5. The security guard should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting equipment available on the spot.
6. To carry out any other work allotted to you with regard to security arrangements.
7. The agency staff shall work under the supervision of HSCC/ MOHFW/HSCC's Representative. The agency shall provide round the clock security on shift basis as specified and deployment done in consultation with the MOHFW/HSCC Representative. The supervisor shall submit the attendance of the personnel by 9.30 AM daily to the MOHFW/HSCC Representative for verification.
8. The agency will provide uniform to all security personnel, and also provide Torch Light for staff on night duty.
9. The agency will be fully responsible for the performance and fitness of their personnel (Guards, Gunman and Supervisors).
11. The Security Personnel shall also ensure door keeping duties.
12. The security supervisors, Gunman & guards are required to display mature behavior especially towards female staff and female visitors.
13. The Security Guard & Gunman on duty shall not leave the premises until his reliever reports for duty.
14. The maximum age limit for any guard & Gunman shall not be more than 50 years.
15. The agency shall be responsible for not allowing any temporary shops, encroachment and gathering in front of the premises of the gate.
16. Operating main gate, locking & opening of all gates, doors, taking inventory of the entire site, checking of all incoming & outgoing material and person and will not allow any material or person to enter or go out without permission.

INSTRUCTION TO BIDDERS

General Instructions in two bid system

1. **BID Documents :**

1.1 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 HSCC/ MOH&FW for the purpose.

1.2 *Bid document consists of :*

1.2.1 Volume – I (NIT & PQ and Conditions of contract)

1.2.2 Volume –II (Price Schedule/ Bill of Quantities)

All amendments(s)/ corrigendum, if any.

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

Bidder shall have to deposit EMD of 2.0% of the Estimated Cost i.e Rs.2,64,689/- (Rupees two Lacs, Sixty four thousand, six eighty nine only) in the form of Crossed Demand Draft/Banker's Cheque/Pay Order only in favour of "HSCC (India) Ltd" drawn on any scheduled bank payable at Noida/New Delhi, along with their tenders. Any Tenders not accompanied by an acceptable Bid Security will be straightaway rejected. No deviation shall be permitted from this. No interest would be paid on the Earnest Money Deposit.

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

The Bid Security of the successful Bidder will be returned to the Bidder executing the Contract after furnishing the required Performance Security equivalent to 5% of the contract/award value.

The Bid Security may be forfeited

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

2.1 **Preparation of Bid:**

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.

INSTRUCTION TO BIDDERS

- 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 HSCC/ MOH&FW, including availability of electricity, water and drainage, where applicable.

MOH&FW / 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 **on line** only in two packages namely the Technical Package and the Financial Package. The contents of the technical and financial package are as mentioned hereinafter ie. Clause 2.2.1 & 2.2.2.

2.2.1 Contents of Technical Package:

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, has to be submitted in two parts.

(A). Technical Package Part –I ; shall be submitted in ORIGINAL in envelope no. 1 with a copy uploaded online and shall comprise the following :

- i. Original Non-refundable Demand Draft as mentioned in detailed NIT, as Tender Fee
- ii. Bid Security/ EMD, in original,
 - a. The Bidder shall enclose EMD/ Bid Security with their Bid for an amount, as mentioned in Notice Inviting Bids.
 - b. The EMD/ Bid Security will be in the form of demand draft of a scheduled bank issued in favour of “HSCC (India) Ltd.” payable at Noida/ New Delhi

INSTRUCTION TO BIDDERS

NOTE:

b.1. Bids not accompanied by EMD/ Bid Security, shall be treated as non-responsive, and will be summarily rejected by the HSCC/ MoH&FW.

b.2. 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. Letter of Application duly signed & stamped and filled.

(B). Technical Package Part –II: Shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:

- a) The enclosed documents shall be uploaded and mentioned as Annexure I (Checklist)
 1. Power of attorney in favour of the person signing the Bid
 2. Copy of PAN Card duly signed & stamped
 3. Registration/ Licence: Copy of the G.S.T. Registration
 4. Copy of registration under **PSARA** (Private Security Agencies Regulation Act, 2005 (29 of 2005)
 5. Copy of PF Registration
 6. Copy of ESI Registration
 7. Copy of valid labour licence under section 12 of contract labour (registration and abolition) act 1970.
 8. Form No. 1 & 2 (duly signed & stamped and filled)
 9. List of “Experience of Execution of Work of Similar Nature & Complexity” duly filled & stamped with all supporting documents as per **Annexure - IV**
 10. Annexure – I to Annexure – V duly signed & stamped and filled (with supporting documents)
 11. Audited balance sheets for the last three financial years i.e. 2013-2014, 2014-2015 & 2015-2016 and Annual income tax return to be submitted.
 12. Affidavit duly notarized regarding not abandoned /Black listing/debarred/declared non performer for any work of Union Govt./State Govt./ PSU's etc. during last 5 years as per cl.no.3.3 of Vol.-I (Part-A)
 13. Undertaking as per cl.no. 3.4.2 of Vol.-I (Part-A)
 14. Indemnification/ Undertaking as per cl.no.6.2 of Vol.-I (Part-A)
 15. To be uploaded complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I (Terms & Condition of Contract) **excluding the Price Schedule / Bill of Quantities (Volume –II)** but including

INSTRUCTION TO BIDDERS

amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.

16. All Amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any.

2.2.2 Contents of Financial Package

- a) The financial package (**VOLUME II - BILL OF QUANTITY/ PRICE BID**) should be submitted **ONLINE** only. These prices should include all costs associated with the works including all taxes, charges, levies, all cess, GST, PF, ESI, Service Charges and Minimum wages etc. as applicable till the date of NIT. 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**). No any kind of taxes, charges & levies will be reimbursed.

2.3.1 Language of Bid

The Bid and all related correspondence and documents relating to the work shall be in English language.

2.4.1 Currency of Bid

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

2.5.1 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, MOH&FW / 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 a Bank Guarantee.

2.6.1 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part I and financial package/ bid) shall be digitally signed 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.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by MOH&FW / 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.

INSTRUCTION TO BIDDERS

- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.7.1 Sealing and Marking of Bids

The Bid shall be submitted along with documents and mode of submission mentioned in the Checklist at **Annexure - A of this volume I**.

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.

- 2.7.2 The tender shall be submitted in sealed cover envelop marked "Tender for Security arrangement at AIIMS Raebareli" on top of envelop by **15:00 hrs on 21.09.2017**.

- 2.7.3 It is the responsibility of the Tenderers to see that the completed bidding documents are submitted by the time and date stipulated for opening of tender failing which the tender would be considered late and rejected.

- 2.7.4 The tender would be valid for a period of 6 months subsequent to the date on which the tender are opened. The tender will be opened at 03:30 p.m. on 21.09.2017.

- 2.7.5 The bidders are advised to read the terms and conditions of the Tender as indicated in this form and satisfy themselves about their fulfilling these conditions as also meeting with the requirements of documents and other issues as mentioned in the Tender form before submitting the Tender.

- 2.7.6 The authority MOH&FW / HSCC reserves the right to accept or reject any bid and amend the bidding process and reject all the bids at any time prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform affected bidder/bidders on the ground of the action of the authority. The authority is not bound to accept the lowest or any bid.

2.8.1 Submission of Bids

Bids should be submitted online to:

DGM (Civil),
HSCC (India) Ltd.,
E-6 (A), Sector 1,
Noida – 201301

- i. The last date for submission of completed Bids is given in Notice Inviting Bids. The MOH&FW / HSCC may, at their discretion, extend this date, in which case all rights and obligations of the MOH&FW 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.

INSTRUCTION TO BIDDERS

- ii. Required documents which are required to be submitted in original as per mode defined in **at Annexure A, Volume-I**, shall be submitted by hand or through registered post or courier service at the address mentioned above. MOH&FW / HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iii. Required documents sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- iv. **Modifications/ Substitution/ Withdrawal of Bids**
 - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
 - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by MOH&FW / HSCC before the last date for submission of Bids.
 - (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 withdrawal shall be considered only in case both are same.
- v. **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. HSCC/ MOH&FW may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- vi. **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.

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

Request for extension of bid submission will not be considered.

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

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

2.9.1 Deadline for submission of bids:

INSTRUCTION TO BIDDERS

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

The MOHFW/HSCC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the MOHFW/HSCC and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.10.1 Late bids :

Any bid received by the MOHFW/HSCC after the deadline prescribed in **Notice Inviting Tender (NIT)/General Instruction in two bid system (2.7.2)** shall not be considered and will be returned unopened to the bidder.

2.11.1 Modification and withdrawal of bids :

The bidder may modify or withdraw his bid by giving notice in writing before the deadline of submission prescribed in **Notice Inviting Tender (NIT)/ General Instruction in two bid system(2.7.2)**.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **2.8.1(iv)**, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

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

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

2.12.1 Bid validity:

Bids shall remain valid for a period of **180 days** after the deadline for bid submission specified in **Notice Inviting Tender (NIT)/General Instruction in two bid system (2.7.2)**.

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

2.13.1 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 MOH&FW / HSCC and

INSTRUCTION TO BIDDERS

act as the contact person.. In case bids are signed by Managing Director/Partner/Proprietor himself, PoA is not required.

2.14.1 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day & time shall be deemed as the date & time of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions shall not be considered.
- iv. On opening of the Bid, it will be checked if they contain Technical & Financial Bids and EMD/ Bid Security as detailed above.
- v. Technical Package Part I of the Bids will only be opened. They will be checked for completeness and confirmation of submission of the requisite Bid Security. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vi. The Bidders name, the presence or absence of the requisite Bid Security and any other details as HSCC or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Technical Package Part-II of only the bidders whose Bid Securities and Cost of Bid Document are found in order will be opened
- viii. Technical evaluation shall be as per Evaluation Process.
- ix. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.15.1 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, MOH&FW / 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,

INSTRUCTION TO BIDDERS

MOH&FW/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 MOH&FW / HSCC. The decision of the MOH&FW/HSCC in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.16.1 Evaluation of Bids

- i. MOH&FW / HSCC would examine and evaluate responsive Bids, as per the criteria set out in this document at Section-3 of Volume-I-Part-I with a subhead of Evaluation Process
- ii. MOH&FW / 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.

2.17.1 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.

2.18.1 Process to be Confidential

INSTRUCTION TO BIDDERS

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence MOH&FW / HSCC Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

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

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.

INSTRUCTION TO BIDDERS

EVALUATION PROCESS

3.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Technical Evaluation
- ii. Stage 2- Financial Evaluation.

3.2 Stage 1-Technical Evaluation

- i. The technical Bids shall be evaluated as per minimum criteria for prequalification mentioned in section-3.0 of Vol-I-(Part-A)-Prequalification in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. will first be scrutinized and bidder's eligibility for the work be determined.
- ii. The financial Bid of only those Bidders who are technically qualified shall be opened.
- iii. The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened.
- iv. MOH&FW /HSCC shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

3.3 Stage II-Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. L1 will be declared as Successful Bidder and his offer will be processed further.
- vi (a) The financial bid of all eligible bidders as decided by MOHFW/HSCC shall be opened and the decision of MOHFW/HSCC will be final and binding.
- (b) The date and time of opening of financial bids shall be decided by MOHFW/HSCC which will be intimated at an appropriate time.

INSTRUCTION TO BIDDERS

3.4 Letter of Award:

The Successful Bidder would be notified in writing by HSCC/ MOHFW by issuing the Letter of Award (LOA) in favour of the Bidder.

INSTRUCTION TO BIDDERS

CHECKLIST

ANNEXURE – A

TECHNICAL PACKAGE - Part I

S.No	Name of Document	Mode of Submission	Page No.
1.	Non refundable Demand Draft of Rs.1,000/- (Rs. One thousand only) as cost of bid, in favour of “ HSCC India Limited “ payable at Noida /Delhi	In Original in Envelop no. 1 & Copy Online	
2.	Bid Security / EMD in the form of Demand Draft of Rs.2.65 Lacs (Rupees Two Lacs & Sixty Five Thousand only) in favour of “ HSCC India Limited “ payable at Noida /Delhi in separate sealed envelope		
3.	Letter of Application duly signed & stamped		

TECHNICAL PACKAGE - Part II

S.No	Name of Document	Mode of Submission	Page No.
1	Power of attorney in favour of the person signing the Bid	Online only	
2	Copy of PAN card duly signed & stamped		
3	Copy of registration under PSARA (Private Security Agencies Regulation Act, 2005 (29 of 2005) required as per cl. no. 3.4.3 of Vol.-I (Part-A)		
4	Registration/ Licence: Copy of the G.S.T. Registration		
5	Copy of PF Registration		
6	Copy of ESI Registration		
7	Copy of valid labour licence under section 12 of contract labour (registration and abolition) act 1970.		
8	Form No. 1 & Form No. 2 (duly signed & stamped and filled)		
9	List of “Experience of Execution of Work of Similar Nature & Complexity” duly filled & stamped with all supporting documents as per Annexure - IV		
10	Annexure No.-I to Annexure No. – V, duly signed & stamped and filled (with all supporting documents)		
11	Audited balance sheets for the last three financial years i.e. 2013-2014, 2014-2015 & 2015-2016 and Annual income tax returns to be submitted.		

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12	Affidavit duly notarized regarding not abandoned /Black listing/debarred/declared non performer for any work of Union Govt./State Govt./ PSU's etc. during last 5 years as per cl.no.3.3 of Vol.-I (Part-A)	Online only	
13	Undertaking as per cl.no. 3.4.2 of Vol.-I (Part-A)		
14	Indemnification/ Undertaking as per cl.no.6.2 of Vol.-I (Part-A)		
15	To be uploaded complete Bid documents, as listed in Notice Inviting Bids i.e. Vol.- I (Terms & Condition of Contract) excluding the Bill of Quantities (Volume –II) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.		
16	All amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any		

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of Submission	Page No.
1.	Digitally Signed Price bid / Price Schedule (Bill of Quantities – Volume-II)	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 submitted except **(a)** Original non refundable Demand Draft of Rs.1000/- (Rs. One thousand only) as cost of bid, in favour of “ *HSCC (India) Ltd.*” payable at Noida/Delhi **(b)** Original bid security/ EMD Original bid security/EMD in the form of Demand Draft (DD) in favour of “HSCC (India) Ltd.” payable at Noida/ New Delhi with the office of DGM (Civil), HSCC (India) Limited, E-6(A), Sector 1, Noida – 201301 either by registered post or by hand before the date and time fixed for opening of bid failing which the bid will be declared non-responsive.

Providing Security Services
for Housing & OPD at
AIIMS-Raebareli

VOLUME - I

PART - C

TERMS & CONDITIONS
OF CONTRACT

TERMS & CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

1. The Service provider Agency shall be registered under **PSARA (Private Security Agencies Regulation Act, 2005 (29 of 2005) and has to upload his registration license to engage in the business of providing Private Securities.**
2. Bidder should provide the security services to AIIMS, Raebareli (U.P.) Campus for a period of **one year** which can be terminated at any time by giving one month notice without assigning any reason.
3. The bidder must fulfill all the requirements of minimum wages, PF, ESI and any other statutory requirement for engagement of security, etc.
4. That the Agency shall be responsible for all security measures and arrangement to safeguard the movable and immovable property and also for providing the services as per details indicated in job description.
5. That the Agency will indemnify the property under security cover for preventing theft, loss, pilferage, riots, arson, fire from the areas entrusted to its control and shall be responsible for all such lapses.
6. That the Agency shall provide the services of *trained Security Supervisors, Gunman and Security Guards. That the Agency will furnish a certificate stating that the security guards are trained and none of the security guards was discharged from any service on the ground of criminal charges, theft & unreliability.
- 6 That Security Supervisor & Gunman must have sufficient experiences in this line. They shall be fully trained and their age shall not be above 50 years and less than 25 years.
7. That the Agency staff shall be available all time at the place of their duties as per duty roster and they shall not leave their place of duty without prior permission of the authorized Officer.
8. That the Agency shall deploy the full complement of the personnel all the time and shall maintain a list of the reserves to provide the replacement and supplement the strength.
9. The agency must ensure that all the persons deployed be dressed up with proper neat & clean uniform with name plate.
10. That the Agency staff shall check the movement of men, materials and vehicles, etc. and to maintain systematic and up to date records and keep proper log book/control of movement of personnel entering or leaving the premises.
11. That the Agency staff shall be responsible to provide immediate replacement to take place of any Security Guards/Gun Man/Security Supervisor who is not

TERMS & CONDITIONS OF CONTRACT

available on duty at the place of posting and such other additional staff as may be required for additional areas for which prior information will be given.

12. That the Agency staff shall work in proper uniform under the overall supervision and direction of the officer in charge of MOH&FW/HSCC.
13. Security guards provided by the Agency shall at all times and for all purposes be regarded as employees of the contracting Agency which shall also be responsible for necessary service benefits due to the Security Supervisor & Security guards as per rules/Laws applicable in such cases.
14. That MOH&FW/HSCC shall have the right to ask for the replacement of any person of the agency who is not considered to be orderly in discharge of his duties without assigning any reason and the replacement will be done the next day.
15. That the Agency staff shall carry out such other legitimate duties as are entrusted to them from time to time.
16. That the Agency shall not engage any sub-Agency or transfer the contract to any other person. The contract will be immediately cancelled if found otherwise.
17. The names of the workers appointed/employed by the security agency shall be made known to MOH&FW/HSCC before commencing deployment. Frequent changes in the manpower deployed will not be allowed, the changes will be allowed only with the specific approval of Officer in Charge deployed by, or an officer authorized by MOH&FW/HSCC.
18. The Agency shall make the payment to their Guards, Gunman and Supervisors as deployed in the premises of AIIMS, Raebareli (U.P.) by 7th of every month and the necessary certificates in this regard will be submitted by the Agency every month along with the invoice or bill of subsequent month.
19. The Agency shall submit the proof of deposit of PF, ESI and other deduction to MOH&FW/HSCC every month within three weeks of each payment, without which the next payment shall not be released.
20. The staff appointed by the Agency for this purpose shall conduct as per orders of the officer authorized by him. In case of any sort of lapse, misbehavior and misconduct of any person so appointed, the responsibility shall be upon the Agency.
21. (a) In case of any loss/theft of property/property of premises under security, the Officer In charge or any officer authorized by MOH&FW/HSCC, will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the above mentioned officer, the agency will recover the good's loss within a specified period or else deduction of the cost equivalent to the loss will be made from the following month's bill.

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22. The contract will be awarded for a period of One Year, which may be extended further with mutual agreement or curtailed at discretion of MOHFW/HSCC subject to performance.
23. That **number of Security guard may vary up to (+ / -) 30%** of the number mentioned in the Price Schedule (Vol-II), depending upon the security requirement of AIIMS Raebareli. No Change in the quoted price shall be entertained for this variation.

24. **Payment Terms**

The Agency shall submit the consolidated monthly bill to MOH&FW/HSCC on or before 10th of each subsequent month in the format approved by MOHFW/HSCC along with all supporting documents like receipts/challans towards the proof of all monthly/quarterly/yearly statutory payments from the concerned departments. In case the bill is not found in order, the bill will be returned back for corrections; and the new date of submission will be the reckoned from the date of re-submission of corrected bill. **In case the bill is found in order, 75% of payment will be released within 15 working days from the date of certification of the bill and the balance payment would be released within 30 days.**

Retention money at the rate of 10% will be deducted from each monthly bill subject to a maximum of 5% of the total contract value. The same shall be **refunded** to the agency after successful completion of the work after due deductions towards losses, theft or any other statutory compliance.

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

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

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

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

25. MOH&FW/HSCC is neither responsible nor liable to pay any compensation for injury / death caused to the Agency's operating staff in the event of any accident on MOH&FW/HSCC duty. Agency will make his own arrangements to meet such eventualities as per existing Government rules/regulations. Insurance cover to all personnel as per rules & regulations need to be got done by the agency at their cost.

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26. None of the Agency's employees either present or past will be entitled to claim any sort of employment in MOH&FW / HSCC. Agency is required to attach an undertaking to this effect along with his bid.
27. The Agency shall comply with all the laws, rules, and regulations applicable to him in respect of his staff and equipment and any breach thereof shall render the contract liable to cancellation. The Agency will have to ensure that all the obligations under the various applicable acts, rules and regulations viz. Contract labour, such as minimum wages act, payment of wage act, PF and ESI act, payment of Bonus Act and other applicable laws, acts, regulations etc., as amended from time to time, for all his employees who shall be deployed by the agency for rendering services to AIIMS, Raebareli are to be fulfilled and complied by him.
28. Disputes, if any, subjected to the jurisdiction of the courts in Delhi only.

29. **LABOUR LAW COMPLIANCE**

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

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

The Agency shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to MOH&FW/HSCC and shall deposit these amounts on or before the prescribed dates. Every Agency shall submit the proof of depositing the employees' and MOH&FW/HSCC's contributions. The Agency shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of MOH&FW/HSCC.

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

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

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

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

29. **GOVERNING LANGUAGE :**

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

30. **APPLICABLE LAW :**

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

31. **NOTICES :**

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

32. **AGENCYS INTEGRITY:**

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

33. **AGENCYS OBLIGATIONS:**

The Agency is obliged to work closely with the MOH&FW/HSCC staff, act within its own authority and abide by directives issued by the MOH&FW/HSCC.

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

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

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

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

34. **USE OF DOCUMENTS AND INFORMATION :**

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

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

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

35 **GUARD OUTFIT, DRESS CODE, DISCIPLINE, ETC. :**

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

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

36 **TERMINATION FOR DEFAULT :**

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

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

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

37. FORCE MAJEURE :

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

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

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

38. TERMINATION FOR INSOLVENCY:

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

39. TERMINATION FOR CONVENIENCE:

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

40. RESOLUTION OF DISPUTES:

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto arising out of the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the

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contract or whether before or after determination, foreclosure, termination or breach of the agreement other than those in respect of which the decision of any person under the contract, expressed to be final and binding, shall, after written notice by either party to the agreement to the other, shall be dealt in the following manner.

- i. The parties to the Agreement shall make every effort to resolve the disputes amicably by the process of conciliation by giving notice to other party. The dispute which remains unsettled in the conciliation shall be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii. In case of any dispute arising out even after amicable solution, Agency / contractor shall promptly within 15 days request the reviewing authority in writing for written instruction or decision. Reviewing authority shall be the officer in charge / nodal officer of AIIMS-Raebareli appointed by MOH&FW. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's/agency letter.
- iii. If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor/agency is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the Appealing Authority who shall afford an opportunity to the contractor to be heard, if the later so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal. Appealing authority will be any officer nominated by MOH&FW with higher rank than the Reviewing Authority.
- iv. If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor/Service Provider may within 30 days from the receipt of the Appealing Authority's decision, appeal before the **Dispute Redressal Committee (DRC)** along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be a committee formed by MOH&FW (Ministry of Health & Family Welfare).
- v. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the MOH&FW/HSCC for appointment of arbitrator on prescribed Performa as per Appendix I, failing which, the said decision shall

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be final binding and conclusive and not referable to adjudication by the arbitrator.

- vi. Except where the decision has become final, binding and conclusive in terms of Sub Para (V) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the MOH&FW. 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.
- vii. 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.
- viii. It is also a term of this contract that no person, other than a person appointed by MOH&FW, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- ix. It is also a term of this contract that if the contractor 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 contractor shall be deemed to have been waived and absolutely barred and MOH&FW shall be discharged and released of all liabilities under the contract in respect of these claims.
- x. Subject to the aforesaid, the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) 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.
- xi. 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.
- xii. 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.
- xiii. 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

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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.

- xiv. The Arbitration shall be held at Delhi and conducted in English/Hindi language.

41. **JURISDICTION & APPLICABLE LAW**

The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Delhi for all purposes.

42. **CONTRACT AMENDMENT:**

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

43. **ASSIGNMENT:**

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

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

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APPENDIX I Notice for appointment of Arbitrator

To

The

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Dear Sir,

In terms of clause 40 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Client which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Reviewing Authority for decision
17. Date of receipt of Reviewing Authority's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

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I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

Copy in duplicate to:

1. The Officer –in-charge;