

BID DOCUMENT

For

**Development of Campus
Wide Digital Network
Solutions and Services For
New Blocks At
Masjid Moth, AIIMS New
Delhi
and NCI Jhajjar**

VOLUME – I

- Notice Inviting Bids
- Pre-Qualification
- Instructions to Bidders

April- 2018



CONSULTANT
HSCC (INDIA) LTD

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

Tender No: - HSCC/AIIMS/IT/2018

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
NEW DELHI**

Amended National Competitive Bid (Detailed)

NOTICE INVITING e-TENDER

HSCC/AIIMS/IT/2018

Date 13/04/2018

Online item rate bids are invited on behalf of Director - All India Institute of Medical Sciences, New Delhi through e-tendering from eligible System Integrator Technology firms, duly registered in India as per applicable Law for the following work:

Name & description of work	Estimated cost (Rs.) of work with 5 years maintenance support including manpower	Completion period of work	Last date to fill/upload the tender	Bid security amount (In Rs.)	Tender Document Fee
Development of Campus Wide Digital Network Solutions and Services For New Blocks At Masjid Moth, AIIMS New Delhi and National Cancer Institute (NCI) Jhajjar, Haryana	40 Crores	8 Calendar Months	11/05/2018 upto 14:30 hrs. and Opening at 15.00 hrs. on same day	50 Lacs	Rs 10,000/-

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 19/04/2018. 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.10,000/- (Rs. Ten 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 of Volume I (c) original Form of Bid and Appendix as per Volume-I of tender to the office of Chief General Manager 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 Annexure I. Complete set of Tender Documents comprising Volume- I, II, III, IV & V have been made available at e-tender portal www.tenderwizard.com/HSCC, CPP Portal website <http://www.eprocure.gov.in> and www.Aiims.edu.

Interested applicant agencies/firms may like to attend the pre bid meeting which will be held at 15:00 hrs at the Ramalingaswami Board Room, AIIMS, New Delhi-110029 on 26/04/2018 for subject work. Queries to be submitted from the date of issue of tender to the date of pre bid meeting, if any.

AIIMS, New Delhi/HSCC reserves the right to accept or reject any application without assigning any reason or jurisdiction & without incurring any liability whatsoever.

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

Chief General Manager
HSCC (India) Ltd.

For & on behalf of Director, AIIMS, New Delhi

DEFINITIONS

1. **“Application”** shall mean the response submitted by interested parties in response to the tender.
2. **“BID/Tender”** shall mean documents issued by AIIMS, New Delhi/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 tripartite contract to be signed among the Successful Tenderer, the competent authority on behalf of HSCC their authorized representative and the competent authority on behalf of AIIMS, New Delhi 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”** All India Institute of Medical Science (AIIMS), New Delhi.
9. **“Date of commencement of work”** shall mean the date of start of work or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
10. **“Engineer in Charge”(EIC)** means the Chief General Manager, 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.
11. **“Evaluation Committee”** shall mean the committee constituted by HSCC& AIIMS, New Delhi for the evaluation of the bids.
12. **“HSCC/Consultant”** shall mean HSCC (India) Ltd., having its Corporate Office at E-6(A), Sector 1, Noida, appointed by AIIMS, New Delhi as a Consultant for the project.
13. **“Letter of Award”** shall mean the letter issued by the Client/HSCC to the Successful Tenderer inviting him to sign the Contract.
14. **“NCI”** shall mean National Cancer Institute, Jhajjar, Haryana.
15. **“AIIMS”** shall mean All India Institute of Medical Science, New Delhi(AIIMS).
16. **“Performance Security/ Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned in this document.
17. **“Document Fee/ Cost of Bid”** shall mean the amount to be paid by the tenderer in consideration of cost of bid document.

18. **“Project/works”** shall mean “Development of Campus Wide Digital Network Solutions and Services For New Blocks At Masjid Moth, AIIMS New Delhi and NCI Jhajjar”.
19. **“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.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract shall be signed by the client.
21. **“Similar Works”** as defined in qualifying criteria.
22. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**.

1.1 Eligibility Criteria for Bidders:

S. No.	Eligibility Criteria	Documentary Evidence / Documents to be submitted
1	<p>Bidder must be registered as a legal entity in India under the Companies Act, 1956 having registered office and operations in India. Bidder must have valid ISO 9001: 2008 or higher certifications as applicable.</p>	<p>Copy of Certificate of Incorporation issued by Registrar of Companies/ Copy of valid certificate submission.</p>
2	<p>Similar Projects Experience:</p> <p>1) Experience of having completed similar works for Indian client during the last 7 years ending previous day of last date of submission of bid:</p> <p>The bidder should meet following criteria compulsory:-</p> <p>Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>Two similar completed works each costing not less than the amount equal to 60% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>One similar completed work of costing not less than the amount equal to 80% of the estimated cost.</p> <p>And</p> <p>One completed work of similar nature (either part of the above work(s) or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organization /Central Autonomous Body/Central Public Sector Undertaking.</p> <p>Similar works means-</p> <p>Bidder should have successfully completed Turnkey Projects related to development of IT Network Infrastructure including supply, installation, testing, commissioning and maintenance of network components which mainly covers</p> <ol style="list-style-type: none"> 1. Network switches i.e. Core Switch, Distribution Switch, Access Switch, etc. 2. Wireless Access Controller, wireless access points, etc. 3. Firewall 4. Network Management Solution 5. Passive components i.e. CAT cables, Fibre optics cables, racks, etc. 	<p>A copy of work order for completion of similar works along with satisfactory performance Certificate from Client providing details about cost of work, actual date of completion, reference of Purchase Order/Work order /Agreement must be submitted for each work along with the bid. Refer Form T2.</p>

	In case, Operation & Maintenance is also part of completed project & cost of the same is more than 20% of the total project cost, then cost of the same will be considered maximum upto 20% of the project cost.	
3	<u>Turnover</u> Bidder must have average annual financial turnover of amount equal to 100% of the estimated cost or higher in last three financial years i.e. 2014-15, 2015-16 & 2016-17. The turnover will be considered only for the applying company and not for the group company or subsidiary company.	Audited Financial Statements & Income Tax Return – Refer Form T-1A
4	<u>Solvency Certificate</u> Solvency Certificate from bidder of the amount equal to 40% of the estimated cost.	Solvency Certificate – As per Form T-1B
5	<u>Profit and Loss</u> The bidder should have positive Net Worth and should not have incurred any loss in more than Two years in last Five years ending FY 2016-17 duly certified by the Chartered Accountant.	Audited Financial Statements & Income Tax Return – Refer Form T-1A

1.2 The intending bidder must have Class-III digital signature to submit the bid. After submission of the bid the agency/firm 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/firm 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.

1.3 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.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document and other documents placed in the envelope are found in order.

1.4 The tender comprising the Technical Package and Financial Package shall be submitted online upto 14:30 hrs on 11/05/2018 and will be opened by authorized representatives of AIIMS/HSCC in their office on the same day at 1500 hrs i.e. on 11/05/2018. Technical Package Part-II of only those tenderer, whose earnest money, placed in the other envelope, is found to be in order, shall be opened.

1.5 The agency/firm, whose tender is accepted, will be required to furnish two performance guarantees of amount equal to 10% of the tendered amount in Part-A & 2.5% of tendered value

- in Part-B of BOQ within the period specified in Schedule 'F' in volume II. This guarantee shall be in the form of Bank Guarantee from scheduled bank in favour of "HSCC (I) Ltd/AIIMS, New Delhi" as per Form C. Performance BG to be valid for the period as specified in Schedule F in volume II.
- 1.6 In case the agency/firm fails to deposit the said performance guarantee within the given period, including the extended period if any, the earnest money deposited by the agency/firm shall be forfeited automatically without any notice to the agency/firm.
- 1.6.1 Evaluation of performance :
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.
- 1.8 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.
- Bidders are also advised to read Insurance clause applicable for this project work. Accordingly, Insurance to be done by the agency/firm as per Clause 29 of Volume-III in the tender document for all the items supplied at site valid up to handing over to the Client.(Till completion of project).**
- 1.9 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.
- 1.10 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the agencies/firms who resort to canvassing will be liable to rejection.
- 1.11 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.
- 1.12 The agency/firm shall not be permitted to tender for works in case his near relative is Gazetted officer in All India Institute of Medical Science (AIIMS), New Delhi or in the Managerial cadre of HSCC and is directly dealing with the Project. Any breach of this condition by the agency/firm would disqualify him from tendering.
- 1.13 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a agency/firm for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the agency/firm or any of his employees is found any time to be such a

- person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the agency/firm's service.
- 1.14 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.
- 1.15 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.
- 1.16 The bidder should provide information regarding litigation/ Arbitration cases for the last five years as per **Form G**.
- 1.17 This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually for which an affidavit/undertaking as per format enclosed at **Form H** should be submitted along with the Technical Bid.
- 1.18 **Registration/ Licence:** The bidder should have GST Registration/PAN with the appropriate Authorities **In case the firm is not registered at the time of submission of bid, they will upload 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)
- 1.19 The bidder will indemnify HSCC/NCI, Jhajjar/AIIMS, New Delhi/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/firm 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 on Rs100/- Non Judicial stamp paper duly notarized is required to be uploaded by applicants along with prequalification.**
- 1.20 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/agency/firm, on acceptance of his tender by the Client/HSCC, shall, within 15 days from the issue of Letter/Notification of Award, sign the contract consisting of The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, technical bid, financial bid, Specifications, Bill of Quantities 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.
- 1.21 The bidder should **upload 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).**

1.22 *Bid document consists of :*

Volume – I(Notice Inviting Bids (NIT),PQ Criteria & Instructions to Bidders (ITB))

Volume – II (General Conditions of Contract)

Volume – III (Specific Conditions of Contract)

Volume – IV (Technical Specifications)

Volume – V (Bill of Quantities)

All Amendment(s), / Corrigendum, if any.

1.23 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.

1.24 The Bidder should submit manufacturers (OEMs) letter of authorizations for Network equipment – Active and Passive Items. Fill enclosed Annexure **Form- I** and **Form J**.

Chief General Manager, HSCC
For & on behalf of Director, AIIMS, New Delhi

INSTRUCTIONS TO BIDDERS (ITB)

2 Introduction

The Project will provide the finest Network Infrastructure care at AIIMS, New Delhi & National Cancer Institute (NCI) Jhajjar, Haryana.

2.1 Eligibility Criteria

As per Notice inviting Bids

2.2 Disqualification

Even if an Agency/firm 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/firm if the agency/firm has:

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

The Agency/firm 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.

or

In case the bidder has ever been involved in projects with HSCC/AIIMS & their performance was poor in the said projects.

2.3 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.

2.4 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.

2.5 Clarifications

A prospective Agency/firm requiring any clarification with regards to the BID document may notify EIC, HSCC (India) Ltd., E-6(A), Sector 1, Noida, UP – 201301 in writing or by mail at the mailing address indicated in Notice Inviting Bid. EIC, HSCC (India) Ltd., will respond in writing to any request for clarification. Written copies of the EIC, 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.

2.6 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 published for the interested bidders 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 mail and the same shall be binding on the Bidders. 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.

2.7 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.

e) Instruction for preparing the financial bid:

Bidders are required to fill the master/unit rate sheet first from where rates of all the blocks i.e. New OPD, Mother & Child and Surgical Blocks and NCI Jhajjar will automatically get filled. The following items mentioned in the master rate sheet will need to be get filled in the cost wise breakup sheet:

1. Core Switch
2. Distribution Switch Type I.
3. Distribution Switch Type II.
4. Distribution Switch Type III.
5. Distribution Switch Type IV.

6. Server Hardware
7. Smart Rack Type I
8. Smart Rack Type II
9. Data Centre (10 mtr x 10 mtr) – NCI Jhajjar
10. Data Centre (10 mtr x 8 mtr) – New OPD & NCI Jhajjar

Thereafter, Part-B of BOQ needs to be filled mandatorily year wise for Comprehensive Onsite Operation, Maintenance and support services during 1st, 2nd, 3rd, 4th & 5th years for all the blocks i.e. New OPD, Mother & Child and Surgical Bocks and NCI Jhajjar after commissioning & hand over.

Subsequently, bidder is required to fill mandatorily the CAMC for 6th, 7th, 8th, 9th & 10th years item wise in BOQ of all the blocks i.e. New OPD, Mother & Child and Surgical Bocks and NCI Jhajjar. The summation of these will be automatically filled up in the Part-C.

Lastly, bidder is required to fill up the Replacement Cost (RC) sheet item wise.

2.8 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.10,000/- as Tender Fee. Micro and small scale enterprises (MSEs) are exempted from Bid Document fee, The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored. The support document must be submitted offline in hard copy before the due date of submission.
 - ii. Bid Security, in original,
 - a. The bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice Inviting bids. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
 - 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 of the Successful Bidder shall be adjusted first in the security deposit as per clause 1A of Volume –II General Conditions of Contract.
 - f. 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.
- 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 documents (i.e. **Vol- I, II, III &IV**) as listed in Notice Inviting Bids excluding the Bill of Quantities (Volume –V) including all amendment(s)/ addendum(s)/ Corrigendum(s) / Clarification(s) issued, if any, duly authenticated by digital signature.
 - iii. Form of Bid and Appendix (**Form A**) for the Bid
 - iv. Power of attorney (**Form E**) in favour of the person signing the Bid
 - v. Affidavit by Bidder (**Form F**)
 - vi. Litigation History (**Form G**)
 - vii. Affidavit/ Undertaking for engaging specialized agencies - (**Form H**)
 - viii. Manufacturers (OEM) letter of authorization (**Form I and Form J**)
 - ix. Form “**T-1-A**” (Financial Information)
 - x. Form “**T-1-B**” (Certificate from a Scheduled Bank)
 - xi. Form “**T-2**” (Details of works)
 - xii. Copies of GST Registration or undertaking/PAN in this regard as per **Clause 1.18**
 - xiii. Undertaking as per requirements of **Clause 1.19**

2.9 Contents of Financial Package

The financial package (**VOLUME V – BILL OF QUANTITY**) 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, GST 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).

2.10 Language of Bid

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

2.11 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.

2.12 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 a Bank Guarantee.

2.13 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.
- 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 Client/HSCC.
- 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.

2.14 The Bid shall be submitted online along with documents and mode mentioned at Checklist at Annexure – 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.

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.

2.15 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.

2.16 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 Volume I. In case bids are signed by Managing Deputy Secretary /Partner/Proprietor himself, PoA is not required.

2.17 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, one day 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 Bill of Quantities (Vol. – V)/ price bid. 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 cost quoted in Part-A & Part-B mentioned in the summary sheet of price bid.

The quoted rate in Part-C (Comprehensive Annual Maintenance Contract for the 6th, 7th, 8th, 9th & 10th years) shall not be considered for the purpose of evaluation of the financial bids

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.

2.18 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.

2.19 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 mail. 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 mail. 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.

2.20 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 to the successful bidder for the work mentioned in Part-A & Part-B of BOQ as per the requirements, 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 will pay to the agency/firm 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. The Letter of Award shall constitute a part of the Contract.
- iii. Upon submission of Performance Security by the Successful Bidder, Client/HSCC will promptly notify the other Bidders and discharge / return their Bid securities.
- iv. The letter of commencement will be given in phases for different blocks, by HSCC / AIIMS New Delhi as per the readiness of the site.

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 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract. The documents uploaded by successful bidder during bid submission should be submitted in original e.g. undertakings etc.
- ii. Prior to the signing of the Contract, the Successful Bidder shall submit Performance Security.
- iii. The Contract shall be duly signed by Client and HSCC or its assignees and Agency/firm through their authorized signatories. It will be a tripartite agreement. Rates shall remain valid for period of 24 months from the letter of award.
- 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 to HSCC, two bank guarantees for amount equal to 10% of the tendered value in Part-A & 2.5% of Tender Value in Part-B of BOQ towards Performance Security in accordance with the provisions in the General Conditions of Contract. The bank guarantee has to be from a scheduled commercial bank based in India. The format for bank guarantee shall be as per Form-C provided in

this BID.

- ii. The Performance BG shall be valid for the period as specified in Schedule 'F' in volume II.
- iii. 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. Sub-contracting

- i. The Agency/firm shall not sub-contract the whole of the works. The agency/firm shall not subcontract any part of the work without notifying and getting prior approval from the HSCC/Client.
- ii. The agency/firm shall be responsible for observance, by all sub-agencies/firms, of all the provisions of the Contract. The Agency/firm shall be responsible for the acts or defaults of any sub-agency/firm, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his representatives or employees. The Agency/firm shall provide to the Engineer, the details of all the sub contracts including terms and conditions of the contracts. The Agency/firm shall be solely responsible for the performance of the sub agency/firm and for making payments to the sub-agency/firm.

f. OEM Warranty/Maintenance Period

- i. The agency/firm shall, at its own risk and cost, make good, any defects, complete any leftover work as required by the Client during OEM warranty/maintenance period.
- ii. Onsite Comprehensive warranty including manpower support shall be upto 60 months from the date of issue of completion certificate and handing over to Client.
- iii. Further 5 years (from 6th year to 10th year) extended CAMC (Comprehensive Annual Maintenance Contract), if awarded after expiry of 5 years OEM warranty.

g. Right to modify the design

The Client shall have the right to modify the design prepared by the agency/firm. The agency/firm shall comply with any such instructions by the Engineer or the Client and suitably modify the design and submit the same to the Client for approval.

h. 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.

Scope of work

1. Establishment of Campus Wide Digital Network Solutions and Services for New Blocks (New OPD Block, Surgical Specialties Block, Mother & Child Block) At Masjid Moth, AIIMS, New Delhi and National Cancer Institute (NCI), Jhajjar, Haryana.
2. Supply, Installation, Configuration, Commissioning, Training and Maintenance of LAN & Wi-Fi network as per the requirement of Institute and scope of work mentioned.

LAN & Wi-Fi shall be used for running HMIS, PACS, Access control systems for Biometric Attendance System, Patient Access System through scanning, display system including outside OPD / Consultant rooms, Common rooms Hall etc., Public Address System, Internal Telemedicine (Video Conferencing), Queue Management System, CCTV, traffic and parking management & Other applications.

3. Complete IT system i.e. Network Infrastructure Solutions and Services (LAN & Wi-Fi) should be fully functional in all respects and to the satisfaction of the AIIMS.
4. Establishment of Data centre to cater to the requirements of the campus at AIIMS, New Delhi and NCI Jhajjar. (One Data centre for NCI Jhajjar, One Data Centre for AIIMS New Delhi).
5. Operation, maintenance & Support for IT Networking services including provision of necessary on-site technical support as per requirements.
6. Set-up on-site 24x7 Help desks for all types of help & support for operation & maintenance of IT infrastructure Solutions and Services.
7. Complete Network Infrastructure Solutions and Services shall be provided with 5 years onsite comprehensive warranty and subsequent 5 years Comprehensive Maintenance Support (if awarded) including labour, spares, accessories and consumables.
8. Any other related work as per the requirement of the Institute.

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	Page No.
1.	Form of Bid and Appendix (Form A) for the Bid	In Original & Copy Online	
2.	Non refundable Demand Draft of Rs 10,000/- (Rs. Ten 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	Page 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.	Affidavit/ Undertaking for engaging specialized agencies (Form H)	Online	
6.	Manufacturers (OEM) letter of authorization (Form I & Form J) of Clause 1.24	Online	
7.	Form “T-1 A” (Financial Information)	Online	
8.	Form “T - 1 B” (Certificate from a Schedule Bank)	Online	
9.	Form “T-2” (Details of works)	Online	
10.	To be uploaded complete bid documents, as listed in Notice Inviting Bids i.e. Vol.- I, II, III, IV excluding the Bill of Quantities (Volume –V) but including amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any.	Online	
11.	Copies of GST Registration or undertaking/PAN in this regard as per clause 1.18	Online	
12.	Undertaking as per requirements of Clause 1.19	Online	
13.	Technical compliance as per Vol- IV	Online	

FINANCIAL PACKAGE COMPRISING OF:

S. No	Name of Document	Mode of submission	Page No.
1.	Vol. – V (Bill of Quantities)	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.10,000/- (Rs. Ten 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 and Appendix to the office of Chief General Manager, 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

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

Sub : Submission of Proposal

Name of the Work: “Development of Campus wide Digital Network Solutions and Services for New Blocks at Masjid Moth, AIIMS New Delhi and NCI Jhajjar.”

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific 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 General Conditions of Contract and Specific 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 A Appendix

APPENDIX TO THE FORM OF BID (FORM A)

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder (b) Amount of Security Deposit	As per Clause 1 of GCC
ii	Date for commencement of work block wise	15 days from letter of award or 15 days after handing over of site whichever is later.
iii	Time for completion	Overall completion period-8 months. 4 Calendar Months from date of commencement of individual blocks.
iv.	Amount of compensation in case of extension of completion date due to delays by the Agency/firm	As per Clause 2 of GCC
v.	OEM warranty/operation & maintenance support from the date of issue of “Completion certificate”	60 months
vi.	(a)Period of validity of Performance Guarantee (b) Period of validity of Security Deposit	As per of GCC As per of GCC

Signature
(Authorized Signatory)

Date

Name

Place

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

Chief General Manager
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/firm(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/firm(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 OF PERFORMANCE SECURITY BANK GUARANTEE

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

To,

Director,
All India Institute of Medical Science (AIIMS), New Delhi

Dear Sir,

In “Development of Campus wide Digital Network Solutions and Services for New Blocks at Masjid Moth, AIIMS New Delhi and NCI Jhajjar.”(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/firm or ‘Agency/firm’ 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 General Conditions of Contract and upon the condition of the Agency/firm's furnishing Security for the performance of the Agency/firm's obligations and discharge of the Agency/firm'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/firm 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/firm 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/firm 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/firm's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Agency/firm or to grant time or indulgence to the Agency/firm 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/firm 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/firm 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 anyway affected or suspended by reason of any dispute or disputes having been raised by the Agency/firm 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/firm 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/firm 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 anyway may have in relation to the Agency/firm'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/firm 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/firm 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/firm 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 Tripartite Contract made the _____ day of _____ 20_____ at Delhi among All India Institute of Medical Science (AIIMS), New Delhi (hereinafter called “Employer”) on the first part, M/s HSCC (India) Limited; E-6(A), Sector-1, Noida (U.P)-201301 (hereinafter called “consultant”) of the second part and M/s..... (Hereinafter called "The Agency/firm") of the third part for “Development of Campus Wide Digital Network Solutions and Services for New Blocks at Masjid Moth, AIIMS New Delhi and NCI Jhajjar.” (“The works”).

Whereas the consultant for and on behalf of Employer floated the tender for inviting bids for works and whereas the Agency, amongst other submitted the bid for works And whereas the bid of agency for the works found to be the lowest and the same has been accepted by Employer.

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 – 1 (NIT & Evaluation Criteria)
 - Notice Inviting Bids
 - Instruction to bidder
 - Technical bid
 - Volume- II (GCC)
 - General Conditions of Contract
 - Volume – III (SCC)
 - Specific Condition of Contract
 - Volume – IV Technical Specifications
 - Volume - V (Financial bid and Bill of Quantities)All 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/firm as hereinafter mentioned, the Agency/firm 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/firm 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
Signature of Client:

In the presence of

Witness (1) :

Witness (2) :

Signature of HSCC:

In the presence of

Witness (1) :

Witness (2) :

Binding Signature of Agency/firm

In the presence of

Witness (1) :

Witness (2) :

Format to be used by the bidder

POWER OF ATTORNEY

(To be duly notarized)

Know all men by these presents, we, M/s.....having registered office at do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address..... who is presently employed with us and holding the position of As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Development of Campus wide Digital Network Solutions and Services for New Blocks at Masjid Moth, AIIMS New Delhi and NCI Jhajjar” including signing and submission of all documents and providing information / response to Client, representing us in all matters, dealing with Client in all matters in connection with our bid 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 shall and shall always be deemed to have been done by us.

Dated this the.....day of2018
(Signature of authorized Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

*Notes:

→Power of attorney to be executed on a requisite non judicial stamp paper as per law and the stamp paper to be in the name of the company who is issuing the power of Attorney.

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 by us and also no contract awarded to us was terminated by client due to our fault/breaches, during the last five years prior to the date of this tender.
3. The undersigned hereby certifies that our firm M/s _____ have not been blacklisted/debarred/penalized, declared non performer or expelled by Union Government/ State Governments/ PSU's/ judicial authority/arbitration body etc. during the last 5 years from the date of submission of bid.
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 AIIMS/HSCC 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 G

Litigation History
(On letterhead of the applicant)

Name of Applicant

Application should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award/court decree FOR or AGAINST Applicant	Name of Client, cause of litigation and matter in dispute	Disputed amount (current value in INR)	Actual Awarded/ decretal Amount (in INR)	Status Pending/decided

FORM H

UNDERTAKING

We do hereby undertake to engage a specialised agency after approval of HSCC (India) Ltd. for undertaking the execution of specialised services for works of (_____ Name of the project_____) whose minimum qualification shall be as under:

- (i) estimated price of the works
- (ii) Experience of having successfully completed similar specialized works during last 7 years ending last day previous to the one in which bids are submitted should be either of the following:
 - Three similar completed works of value not less than 40% of the estimated cost put to tender.
 - Or
 - Two similar completed works of value not less than 60% of the estimated cost put to tender.
 - Or
 - One similar completed works of value not less than 80% of the estimated cost put to tender.
- (iii) We shall be solely responsible for successful execution of the work.
- (iv) Average Annual Financial Turnover during the last three financial years, i.e., 2014-15, 2015-16 & 2016-17 should be at least 50% of the work.

Authorized Signature of Bidder with stamp

FORM I

Manufacturer's Authorization Form

To

Director,
All India Institute of Medical Science (AIIMS), New Delhi

Ref: Your Tender No. _____ for _____
_____ dated _____ .

Dear Sir,

We _____ who are proven and reputable manufacturers of _____ (*Name and description of the product offer in the tender*), hereby authorize M/s _____ (*Name and address of agency/firm*) to submit the tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the above product manufactured by us.

We undertake to provide support commitments during the warranty period and also take all warranty related responsibility in the event that M/s _____ fails to comply with the support commitments during the tenure of warranty.

Your faithfully,
[Signature with date, Name and Designation]

For and on behalf of _____ (*Name of Manufacturers*)

- Note – 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- 2. Original letter may be sent.*

Authorization Form

To

Director,
All India Institute of Medical Science (AIIMS), New Delhi

Ref: Your Tender No. _____ for _____
_____ dated _____ .

Dear Sir,

We undertake to provide operation & maintenance support (Labour and parts) commitments during the warranty and operation & maintenance period and take all warranty and operation & maintenance related responsibility in the event of *Manufacturers* fails to comply with the support commitments during the tenure of warranty (As per Form I of tender document).

Your faithfully,
[Signature with date, Name and Designation]

For and on behalf of _____(Name of Agency)

- Note – 1. This letter of authorization should be on the letter head of the Agency and should be signed by a person competent and having the power of attorney.*
- 2. Original letter may be sent.*

FINANCIAL INFORMATION

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

- i) Gross Annual Turnover on construction works** for last three years ending 31.03.2017

Financial Year	Annual Turn Over in Indian Rupees(or equivalent to Indian Rupees) as per Audited Balance Sheet
2014-2015	
2015-2016	
2016-2017	
Average Annual Turnover over the past three years	

- ii) Profit / Loss** for last Five years ending 31.03.2017

Financial Information in Rs. /USD	For year 2012-13	For year 2013-14	For year 2014-15	For year 2015-16	For year 2016-17
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Financial arrangements for carrying out the proposed work.
Solvency certificate from Bankers of the bidder in the prescribed Form "T-1B".

Signature of Chartered
Accountant with Seal

Signature of Applicant.

Solvency Certificate

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

(Signature)
For the Bank

NOTE:-

Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

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

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of Completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Copy of work Orders and completion certificate of the above works should also be submitted.

Note: In case the bidder has ever been involved in projects for HSCC/AIIMS, they should give details especially the performance of the bidder in the said projects. Performance certificate from client shall be submitted.

Signature of Applicant