

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

TENDER

FOR

Providing
CAFETERIA SERVICES
AT
HSCC Corporate Office located at
Plot No. E-6(A), Sector-I, Noida, U.P.-201301”

Tender No: - HSCC/HO/CAFETERIA SERVICES/2013

Volume - I

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

June - 2013



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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VOLUME-I

PART A

PREQUALIFICATION

PART-A : PREQUALIFICATION DOCUMENT

PROJECT NAME: Providing the “Cafeteria Services ” at HSCC Corporate Office located at Plot No. E-6 (A) Sector-I, Noida, U.P.-201301

CAFETERIA SERVICES including serving tea, coffee, cold drinks, pre cooked items like : snacks, high tea, lunch etc. at HSCC Head Office, Noida.

Estimated Cost of the work : Rs. 10 lakhs /- (rupees ten lakhs) per annum

Employer : HSCC (India) Ltd., E-6(A), Sector-I, Noida, U.P.-201301

1.0 SCOPE OF BID:

1.1 For and on behalf of “HSCC (I) Ltd. (The Employer) intends to Pre-Qualify agencies/ firms for the above said works.

1.2 BRIEF DETAILS:

Providing “Cafeteria Services” in HSCC Corporate Office located at Plot No. E-6(A), Sector-I, Noida, U.P. - 201301

Period of Contract: This Contract shall be valid for a Period of One Year and may be extended for further period subject to satisfactory performance and mutual consent.

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

2.0 SUBMISSION OF APPLICATION:

2.1 Application for Pre-Qualification must be submitted complete in all respect in 3 separate sealed envelopes which must be either delivered by hand or by registered mail, to Deputy General Manager (PR), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector-1, NOIDA, U.P.- 201301, so as to reach not later than **08.07.2013** on or before **1430 Hrs.** and be clearly marked as :

Please refer to Part B for further details.

2.2 The name and mailing address of the Applicant should 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.

3.0 MINIMUM CRITERIA FOR PRE-QUALIFICATION:

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

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

- (i) Annual income tax return for the last three years i.e 2009-2010, 2010-2011 & 2011-2012.
- (ii) Experience of having successfully executing the cafeteria/food services and/or any restaurant/Hotel at any place in & around Delhi since three years.
- (iii) Agency must have food license for running food/cafeteria services.

In addition to the above, applicant should have experience of successfully executing one work of cafeteria/food services in Government/PSU/Autonomous Body in the last 3 years.

3.2 Financial Capabilities: Income Tax return to be submitted for the last three years ending 31st March 2012.

3.3 The firm should 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 The applicant should provide information regarding litigation/ Arbitration cases if any for the last five years as per ANNEXURE- V.

4.0 PERSONNEL & EQUIPMENT CAPABILITIES

4.1 The firm should have suitable experienced, disciplined & well dressed personnel for the successful running of cafeteria services. List of employees to be deployed for this work to be submitted separately.

5.0 EXPERIENCE OF EXECUTION OF WORKS OF SIMILAR NATURE & COMPLEXITY

The applicant shall submit information about their past experience in execution of works of similar nature and complexity with information about magnitude of the Projects, Type of Projects, Completion Certificate from Client, if any (Fill enclosed ANNEXURE-IV).

6.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH APPLICATION

6.1 Registration/ Licence: The firm should have Service Tax 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/Principle employer, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking 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-II.

7.0 Even though the Applicants meet the minimum PQ 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 applicants are advised to visit the Office 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 tender/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.

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 Only agencies/firms who have been pre-qualified under this procedure will be invited in writing to bid. A pre-qualified firm may submit only one bid for the contract. If a firm submit more than one bid all bids of the party will be rejected.
- 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.
- 13.4 No correspondence either from successful/pre-qualified applicant or unsuccessful applicant will be entertained in this regard.

Deputy General Manager (PR)
HSCC (India) Ltd.

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,

Deputy General Manager (PR)
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 Cafeteria Services at HSCC Head Office located at Plot No. E-6(A), Sector-I, Noida, U.P.-201301”**

Tender Number	Client Name
HSCC/HO/CAFETERIA SERVICES/2013	HSCC (I) LTD. E-6(A), Sector-1, Noida (U.P.)-201301

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 7
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 yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

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

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

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. Deleted.
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

APPLICATION FORM NO. 3

UTENSILS FOR CAFETERIA REQUIREMENTS

S. No.	Name of Equipment	Nos.	Capacity or Type	Age	Condition	Remarks
1.	Refrigerator					
2.	Microwave					
3.	OTG					
4.	Induction Choola					
5.	Electric Kettle					
6.	Insect catcher					
7.	Tea/Coffee dispenser					
8.	Appropriate Utensils					
9.	Display Counter with Refrigeration					
10.	All kinds of Plate					
11.	Arrangement for drinking water and Glasses etc.					
12.	Any other equipment required for smooth running of Cafeteria					

Authorised Signatory of Bidder

APPLICATION FORM NO. 4

ANNEXURE - II

EXPERIENCE OF EXECUTION OF WORK OF SIMILAR NATURE & COMPLEXITY

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, if any) for the above information

Authorized Signatory of bidder

APPLICATION FORM NO. 5

ANNEXURE -III

Litigation Details

Court Cases/arbitration

<u>Name of Bidder</u>

Brief details/Information of legal cases.

Authorized Signatory of bidder

VOLUME-I

PART B

INSTRUCTIONS TO BIDDERS

&

CONDITIONS OF CONTRACT

SECTION I: INSTRUCTIONS TO BIDDERS

I SCOPE OF WORK FOR CAFETERIA SERVICES

HSCC has ample space allocated for cafeteria at its Head Office at HSCC (India) Ltd., E-6(A), Sector-1, NOIDA. HSCC Head Office comprises of five floors with basement having around 150 staff. The Cafeteria is to serve tea, coffee, cold drinks, only pre-cooked snacks, high tea, lunch etc. for employees, official meetings, programs, seminars and functions organized by HSCC from time to time. In addition, visitors visiting HSCC in connection with various activities could also avail these services.

HSCC will provide the space, table and chairs for dining, electricity, water and other infrastructure free of cost. HSCC will not allow use of Gas cylinders, the lunch and snacks are not to be prepared here and only tea, coffee is to be served by using electric Kettle/vending machine. Microwave and OTG is to be used for re-heating the snacks.

i. Cafeteria services at HSCC Head Office, Noida include:

- a) Providing Tea & Snacks in Cafeteria Hall from 8.30 a.m. to 6.00 p.m. everyday and if required beyond 6.00 p.m. on all days including holidays and Sundays.
- b) Providing Lunch to employees as per requirement.
- c) To provide catering to various official meetings etc. as and when required.
- d) Providing lunch/snacks/tea etc. on daily basis.
- e) Any other job incidental to above.

The contractor shall provide adequate experienced manpower comprising of as per scope of work and schedule of work mentioned.

S. No.	Item	Nos.
1.	Supervisor	1
2.	Specialized workers (Waiter)	2

II. GENERAL TERMS AND CONDITIONS

A	1.	Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Document will be rejected.
	2.	The Tenderer must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s).
	3.	Tenderers are advised to visit our office at Noida & see for themselves the location of Cafeteria where Cafeteria services are required, during the office hours on any working day.
	4.	The Tenderers should be able to provide all food items as per Part – C specification.
	5.	All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Duly filled in tender form should be supported by “Letter of Transmittal” of the Tender Document.
	6.	HSCC reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Tenderer. Decision of HSCC with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the HSCC in this regard will be final and binding on all bidders.
	7.	Tender shall be submitted in HSCC’s official tender form only. If submitted in any other manner, the same shall be summarily rejected.

8.	Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees five Thousands only) in the form of DD/Pay order drawn in favour of HSCC (India) Ltd., Payable at Noida, shall be rejected.
9.	The services to be rendered by the contractor must not be altered by the bidder.
10.	No paper shall be detached from the Tender Document.
11.	The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, other wise the Tender is liable to be rejected.
12.	The price bids submitted by all bidders should be valid for atleast a minimum period of three months from the date of opening of Technical Bids.
13.	Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
14.	HSCC reserves the right to reject any or all the tenders without assigning any reason.
15.	HSCC reserves the right to change any condition of the tender before opening of the Technical Bids.
16.	The successful bidder will have to enter into an agreement with the HSCC before taking charge of the Cafeteria and commencement of the Cafeteria work. Canvassing in any form will make the tender liable to rejection.
17.	That the Tenderer shall take all reasonable precautions to see that all the staff deputed by the Cafeteria contractor while on duty attire themselves in the uniform, Gloves, Head Gear, approved by the HSCC and are Civil, Sober and Honest in their dealings with the staff of HSCC. The Tenderer shall not employ any child labour or persons with criminal records.
18.	That the Tenderer shall employ in his service only such persons whose antecedents have been verified.
19.	The eligibility conditions can be relaxed to the deserving and otherwise competent and experienced parties at the discretion of competent authority of HSCC (India) Ltd.
20.	<p>Penalty Clause</p> <p>If the quality of the food is not up to the mark, HSCC reserves the right to impose penalty of Rs 2,000/- (Rupees two thousand only) and remove the poor quality food item.</p> <p>The contractor/supplier/vendor or his full time supervising representative will always be required to be present and available in the canteen to arrange required services in the Cafeteria. In the event, the contractor or his supervising representative is being not found available in the canteen, a penalty @ Rs. 200/- per day will be imposed and recovered from the contractor's bill.</p> <p>Any arbitration arising due to adulterated or poor quality food would be dealt as per the prevalent Food and Beverages Act applicable at Delhi.</p>
21.	<p>Contractor is required to maintain a proper schedule as well as record/quality management forms/work register with approval of HRM Department for the above activities. All the stationery/photocopying etc., for the purpose, the contractor has to arrange on his own. Contractor shall provide necessary tools and equipments to the workers for performing their work.</p> <p>The contractor is required to maintain all the essential services in entirety to make the Cafeteria functional.</p> <p>Contractor shall use good standard quality materials, standard quality, weights of the items, approved brands for the purposes as per specifications. If the materials are not of desired quality, the contractor s are required to replace the same on the instructions of HSCC. Contractor to ensure that the Cafeteria is to be ready and open before 8.30 a.m. positively. HSCC office working hours are from 9.00 A.M. to 6.00 P.M. on all days except Sundays and official holidays. The Cafeteria is to be opened on all days except Sundays and National Holidays. If required, the Cafeteria needs to be opened on Sunday and other Holidays also.</p>

22	All staff of the Contractor shall be neatly dressed in Uniform and bear identity cards with name plates.
23	The successful bidder will be expected to perform services for twelve calendar months from the date of Award of work/letter of commencement, whichever is later.
24.	The Employer : M/s HSCC (India) Limited (HSCC), A Government of India Enterprise, having its registered office at 205, Eastend Plaza, Plot No. 4, DDA-LSC., Centre-II, Vasundhra Enclave, Delhi-110096 and Corporate office at plot No. 6(A), Block-E, Sector -1, Noida, Distt. Gautam Budh Nagar (UP).
25.	In these documents wherever the word tender/ tenderer/tendering has been used, the same may be considered synonymous with bid/bidder/bidding.
26.	Information to be submitted: All bidders shall furnish the following alongwith with their bids. Power of attorney of the signatory of the bid to commit the bidder.
27.	Cost of bidding: The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs
28.	Site visit: The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility and at his own risk all information that may be necessary for preparing the bid. The cost of visiting the Site shall be at the bidder's own expense.
B.	<u>BIDDING DOCUMENTS</u>
1.0	Content of bidding documents:
1.1	Prequalification document, Instructions to Bidders & Conditions of contract, Technical specifications (Vol.I)
1.2	The set of bidding documents comprises the documents listed below: Price Schedule. (Vol-II)
2.0	Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes facsimile) at the DGM (PR)'s address indicated in the Invitation to Bid. The DGM (PR) will respond to any request for clarification which he received earlier than 7 days prior to the submission of bid. Copies of the DGM (PR)'s response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.
3.0	Amendment of bidding Documents :
3.1	Before the deadline for submission of bids, the DGM (PR) may modify the bidding documents by issuing addenda.
3.2	Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents.
3.3	To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the DGM (PR) shall extend as necessary, the deadline for submission of bids in accordance with Sub-Clause (B) 3.2.
C.	<u>PREPARATION OF BIDS</u>
1.0	Language of bid: All documents relating to the bid shall be in English Language only.

2.0	Documents comprising the bid : The bid submitted by the bidder shall comprise the following: Bid Security Prequalification, Instructions to bidders & Conditions of Contract, Technical Specifications (Vol.- I) Bill of Quantities (BOQ) (Vol.- II) Documents mentioned in clause (B) 1.0 above. And any other documents required for completing and submitting by bidders in accordance with these instructions.
3.0	Bid prices:
3.1	The bidder shall fill the rates against each item of BOQ both in words and figures.
3.2	All duties, taxes, cess and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total amount of bid submitted by the bidder. The evaluation and comparison of bids by the Employer shall be made accordingly.
3.3	The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
4.0	Currencies of bid and payment: The rate to be quoted by the bidder shall be in Indian Rupees.
5.0	Bid validity:
5.1	Bids shall remain valid for a period of 120 days after the deadline for bid submission specified in Clause (C) 8.0.
5.2	In exceptional circumstances, the bidders may be requested to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with clause (C) 8.0 in all respects.
6.0	Bid security:
6.1	The Bidder shall furnish, as part of his Bid, a Bid Security of the amount of Rs. 5,000/- (Rs. Five thousand only) having validity period of 120 days from the last date fixed for receiving of bid. No deviation shall be permitted from this.
6.2	The Bid Security shall be in the form of a Demand Draft/Pay Order in favour of " HSCC (India) Ltd. " drawn on any Nationalised/Scheduled bank payable at Noida.
6.3	Any Bid not accompanied by an acceptable Bid Security will be straightaway Rejected.
6.4	The Bid Securities of unsuccessful Bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Employer.
6.5	The Bid Security of the successful Bidder will be returned upon the Bidder executing the Contract and furnishing the required Performance Security.

6.6	<p>The Bid Security may be forfeited</p> <p>a) If a Bidder withdraws his Bid during the period of Bid validity.</p> <p>b) In the case of successful Bidder, if he does not :</p> <p>(i) enter into the Contract, or</p> <p>(ii) furnish the necessary Performance Security</p> <p>(iii) agree to arithmetic corrections made as per terms of Bid documents.</p> <p>(iv) Submitted any misleading information during prequalification and or tendering process.</p>
6.7	No interest will be payable by the DGM (PR) on the Bid Security amount cited above.
7.0	Sealing, marking and submission of bid:
7.1	<p>The bid shall be submitted in accordance with the procedure detailed herein. Documents shall be enclosed in separate envelopes of appropriate size each of which shall be sealed.</p> <p>(i) Envelope No. 1 shall contain the bid security.</p> <p>(ii) Envelope No. 2 shall contain the covering letter, original bid document consisting of Prequalification documents, Instructions to Bidders & Conditions of Contract & Technical Specifications (Vol. I), duly signed and stamped and the other bid documents as indicated at Clause 3.</p> <p>(iii) Envelope No. 3 shall contain only the Bill of Quantities (Vol. II) and rates/prices duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope no. 3 are liable to be summarily rejected. Any variation between the rates mentioned in figures and words the rates in words shall prevail.</p>
	<p>The contractor must fill up the prices both in words and figures.</p> <p><u>Please note that the price should not be indicated in any of the documents enclosed in envelope 1 & 2</u></p> <p><u>All bidders are required to submit unconditional bids. Conditional bids if submitted may be rejected and no correspondence in this regard shall be entertained.</u></p>
7.2	The bidder shall seal the bid.
7.3	All the three envelopes shall be sealed and enclosed in an envelope and addressed to the DGM (PR), HSCC (India) Ltd, Plot No. 6(A), Block-E, Sector 1, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, Pin – 201 301.
7.4	<p>All the envelopes shall be superscribed as :</p> <p>Name of work: “Providing Cafeteria Services in HSCC Corporate Office located at Plot No. E-6(A), Sector-I, Noida, U.P.-201301”</p>
7.5	All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
7.6	All recipients for the purpose of submitting a bid, shall treat the contents of the documents as private and confidential.
8.0	Deadline for submission of bids:
8.1	Bids must be received by the DGM (PR) at the address specified above not later than the designated date and time.
8.2	The DGM (PR) may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

9.0	Late bids : Any bid received by the DGM (PR) after the deadline prescribed in Clause(C) 8.0 will be returned unopened to the bidder.
10	Modification and withdrawal of bids :
10.1	The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause (C) 10.2.
10.2	The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 7, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate
10.3	No bid may be modified after the deadline for submission of bids.
10.4	Withdrawal of bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause (C) 6.0.
D.	Tender Opening and Evaluation
1.	Bid opening:
1.1	Bids shall then be opened in the office of HSCC (I) Ltd., at Plot - 6 (A), Block - E, Sector -I, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for Bid submission in presence of the Bidders' representatives who may wish to be present. Envelope No. 1 : Shall be opened first. If the Bid Security is not found as prescribed, the Bid shall be summarily rejected. Envelope No. 2 : Shall be opened next. Bids of parties who do not accept the conditions laid above in the Bid documents are also liable to be rejected.
1.2	The DGM (PR) 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.
1.3	Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete Bids received prior to the closing time and date of the Bids will be taken as valid.
1.4	The Bidder's names, general technical details, the presence of the requisite Bid Security and such other details as the DGM (PR), at his discretion may consider appropriate will be announced at the Bid opening. Envelope No. 3 : Shall contain the sealed Price Bid. Envelope No.3 of only those bidders whose bid is found to be generally in order and substantially responsive shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.
1.5	Only summary of prices quoted by the Bidders will be read out.
1.6	The Bid of any Bidder who has not complied with any of the instructions contained herein may not be considered.
2.0	Process to be confidential:
2.1	Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the HSCC's processing of bids or award decisions may result in the rejection of his bid.

	3.0	Clarification of bids:
	3.1	To assist in the examination, evaluation, and comparison of bids, the DGM (PR) may, at her discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the DGM (PR) in the evaluation of the bids in accordance with Clause (D) 4.0.
	4.0	Examination of bids and determination of responsiveness:
	4.1	Prior to the detailed evaluation of bids, the DGM (PR) will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the DGM (PR) may require.
	4.2	A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the DGM (PR)'s right or the bidder's obligations under the contract or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	4.3	If a bid is not substantially responsive, it will be rejected by the DGM (PR) and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
	5.0	Correction of errors:
	5.1	Bids determined to be substantially responsive will be checked by the DGM (PR) for any arithmetic errors. Errors will be corrected by the DGM (PR) as follows : (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and (b) If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause (C) 6.6 .
	6.0	Currency for bid evaluation : Bids shall be evaluated as quoted in Indian Rupees in accordance with Clause D – 7.0.
	7.0	Evaluation and comparison of bids :
	7.1	The DGM (PR) will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause (C) 6.0.
	7.2	In evaluating the bids, the DGM (PR) will determine for each bid the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Clause (C) 6.6.
E		<u>AWARD OF CONTRACT</u>
	1.0	Award Criteria: Subject to Clause 7, the DGM (PR) on behalf of the Employer intends to award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.

2.0	<p>Employer's right to accept any bid and to reject any or all bids:</p> <p>Notwithstanding Clause 1, the DGM (PR) on behalf of the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Employer's action.</p>
3.0	<p>Notification of award:</p>
3.1	<p>Prior to expiration of the period of bid validity prescribed, the authorized person on behalf of the Employer will notify the successful bidder by cable confirmed by registered post /courier letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p>
3.2	<p>The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provision of Clause 4.0.</p>
3.3	<p>Upon furnishing by the successful bidder of a performance security, the DGM (PR) on behalf of the Employer will promptly notify the other bidders that their bids have been unsuccessful.</p>
4.0	<p>Performance Security :</p>
4.1	<p>Within 15 days of receipt of the notification of award from the DGM (PR) on behalf of the Employer, the successful bidder shall furnish to the Employer a performance security either in the form of a bank guarantee issued on a nationalized bank for an amount equivalent to 5% of the Contract Price or by way of Demand Draft.</p>
4.2	<p>Failure of the successful bidder to comply with the requirements of Sub-Clause 4.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.</p>

Section 2. Conditions of Contract

A. GENERAL

1.0 Definitions:

- 1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Acceptance is the date when the Contract came into existence upon receipt by the Contractor of the Letter of Acceptance issued by the DGM (PR) on behalf of the Employer.

The Employer is M/s. HSCC (I) Ltd. E-6(A), sector-1, Noida, U.P-201301

The Contract is the contract between the Employer of the one part and the Contractor/Agency of the other.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

The DGM (PR) is the authorized person named in the Contract Data who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time etc.

The Initial Contract Price is the Contract Price at the date of the Employer's written acceptance of the Contractor's Bid.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the execution of Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the DGM (PR) by issuing an Extension of time.

The Site is the area defined as such in the Contract Data.

The Start Date is given in the Contract Data. It is the date when the Contractor can commence work on the Contract.

A Variation is an instruction given by the DGM (PR) which varies the Works.

The Works are what the Contract requires the Contractor to execute, install, and hand over to the Employer.

2.0 Interpretation :

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4.0 DGM (PR)'s decisions:

The DGM (PR)/authorized representative assigned by competent authority time to time is to decide contractual matters between the Employer and the Contractor fairly and impartially.

5.0 Delegation:

The DGM (PR)/ authorized representative assigned by competent authority may delegate any of her duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6.0 Communications:

Communications between parties which are referred to in the conditions are effective only when in writing.

7.0 Removal of personnel

If the DGM (PR)/ authorized representative assigned by competent authority asks the Contractor to remove a person who is a member of his staff or his work force and states his reasons the Contractor is to ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

8.0 Contractor's risks:

8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor/supplier/vendor.

Excepted Risks are :

- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing, radiations or contamination by radio - activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio - active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

9.0 Insurance : Contractor is required to get appropriate insurance cover to all his employees at his own cost.

10.0 Indemnities:

10.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

10.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

11.0 Queries about the contract data :

The DGM (PR) is to give instructions clarifying queries about the Contract Data.

12.0 Contractor to execute the works:

The Contractor is to provide Cafeteria Services in accordance with the specifications and contract.

13.0 The works to be completed by the intended completion date:

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the contract, as updated with the approval of the DGM (PR), and executed/ complete them by the Intended Completion Date.

14.0 Safety:

The Contractor is responsible for the safety of all activities on the Site.

B. TIME CONTROL

15.0 Program:

15.1 Within the time stated in the Contract Data, the Contractor shall submit to the DGM (PR) for his approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works.

15.2 The Contractor is to submit to the DGM (PR) an updated program as required by the DGM (PR).

15.3 The DGM (PR)'s approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the DGM (PR) again at any time. A revised program is to show the effect of Variations.

16.0 Delays ordered by the DGM (PR):

The DGM (PR) may instruct the Contractor to delay the start or progress of any activity within the Works.

17.0 Management meetings:

17.1 The DGM (PR) and/ the Contractor may be required to attend a management meeting. The business of a management meeting is to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. QUALITY CONTROL

18.0 Identifying defects:

The DGM (PR)/ **authorized representative assigned by competent authority** is to check the Contractor's work and to notify the Contractor of any Defects which he finds. Such checking does not affect the Contractor's responsibilities. The DGM (PR)/ **authorized representative assigned by competent authority** may instruct the Contractor to search for a Defect and to uncover and test any work which he considers may have a Defect.

19.0 Correction of defects:

19.1 The DGM (PR)/ **authorized representative assigned by competent authority** is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Notice Period, which begins at Completion.

- 19.2 Every time notice of a Defect is given, a Defects Correction Period for the notified defect beings. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is stated in the Contract Data.
- 19.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.
- 19.4 The DGM (PR)/ **authorized representative assigned by competent authority** is to certify that all Defects have been corrected when all known Defects have been corrected. If the DGM (PR) considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the DGM (PR) accepts the quotation, the corresponding change in the Contract Data is a Variation.

20.0 Uncorrected defects after completion date:

- 21.1 After completion the DGM (PR) may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.
- 21.2 The DGM (PR) is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defects himself within this notice period, the DGM (PR) may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

D. COST CONTROL

22.0 Price Schedule:

- 22.1 The **Price Schedule** is to contain items for the work to be done by the Contractor.
- 22.2 The **Price Schedule** is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

23.0 Changes in the quantities:

- 23.1 Final work done shall exceed to any extent item wise as well as total work value wise.
- 23.2 If requested by the DGM (PR), the Contractor is to provide the DGM (PR) with a detailed cost breakdown of any rate in the Bill of Quantities.

24.0 Variations:

- 24.1 All Variations are to be included in updated programs produced by the Contractor.

25.0 Payment:

- 25.1 Monthly bill payment shall be released within two weeks of receipt of bill at HSCC office.
- 25.2 The DGM (PR)/ **authorized representative assigned by competent authority** shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 25.3 The DGM (PR)/ **authorized representative assigned by competent authority** may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

26.0 Payments:

The Employer/ DGM (PR)/ **authorized representative assigned by competent authority** on behalf of employer is to pay the contractor the amount certified by the DGM (PR) within 15 days of the

submission of corrected monthly statement/bill of work done. However, 75% of estimated amount as determined by DGM (PR) will be made within 7 working days from the date of submission of the bill by the contractor.

To facilitate interim payments, the contractor shall submit a detailed price breakup of the items required to be executed for the project, for the approval of the DGM (PR). The payment shall be released as per the terms of the payment given in the tender document.

27.0 Taxes & other statutory levies and cess:

Taxes & other statutory levies and cesss shall be deducted as applicable.

28.0 Cost of Labour:

The Contractor shall be deemed to have allowed in his Tender Price for the full cost of labour having due regard to the provision of all labour legislation of the Central and State Government which are in force on the date of the tender and which are applicable to labour engaged for the Contract.

30.0 Retention Amount : Deleted

31.0 Liquidated damages:

31.1 If the contractor fails to adhere to the quality of services, the contractor shall pay the employer the relevant sum equivalent to the damage occurred.

32.0 Securities:

32.1 The performance payment securities are to be provided to the Employer by the Start Date and are to be issued in a form and by a bank acceptable to the Employer.

32.2 If there is no reason to call the performance security, the performance security is to be returned by the Employer within 14 days of the end of contract Period/ completion of extended period, if any.

32.3 The Employer is to notify the Contractor of any claim made against the institution issuing the security.

32.4 The Employer may claim against the securities if any of the following occurs for 42 days or more

- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is
- (b) the Contractor has not paid an amount due to the Employer.

33.0 Day works:

33.1 Deleted

34.0 Cost of repairs:

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods is to be mended by the Contractor at the Contractor's cost if the loss of damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

35.0 Completion:

The DGM (PR) is to issue a certificate certifying Completion to Work and the Employer when he decides that the work is completed.

36.0 Final account:

36.1 The Contractor is to furnish to the DGM (PR) a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Notice Period. The DGM (PR) is to certify any final payment which is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the DGM (PR) is to issue a schedule which states the scope of the corrections or additions which are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the DGM (PR) is to decide on the amount payable to the Contractor.

37. Remedies and Powers due to Default of Contractor:

37.1 If the contractor shall become bankrupt or if the DGM (PR) shall certify in writing to the Employer that in his opinion the contractor:

- a) has abandoned the contract, or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight(28) days after receiving from the DGM (PR) written notice to proceed, or
- c) has failed to remove materials from the Site or to pull down and replace work twenty eight(28) days after receiving from the DGM (PR) written notice that the said materials or work had been condemned and rejected by the DGM (PR) under these conditions, or
- d) despite previous warnings by the DGM (PR), in writing, is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has to the detriment of good workmanship, or in defiance of the DGM (PR)'s instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clause 54.1 shall for the avoidance of doubt be a breach of this contract and the Employer may, after giving fourteen(14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the DGM (PR) by the contract, and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to be reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may, at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

38.0 Valuation at date of forfeiture:

The DGM (PR) shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any Temporary works.

39.0 Payment after forfeiture:

If the Employer shall enter and expel the contractor under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Notice period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the DGM (PR). The contractor shall then be entitled to receive only such sum or sums, if any as the DGM (PR) may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion

by him then the Contractor shall , upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

40.0 Property:

40.1 All materials on the Site, Plant and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the Property of Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

41.0 Frustration:

41.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the DGM (PR) is to certify that the Contract has been frustrated. The Contractor is to make the Site safe and stop work as quickly as possible after receiving this certificate and is to be paid for all work carried out before receiving it and for any work carried out afterwards to which he was committed.

42.0 Labour:

42.1 Engagement of Labour:

The contractor shall make his own arrangement for engagement of all labour, local or otherwise, and, save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.

42.2 Observation of legislation etc.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the DGM (PR) shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

42.3 Fair Wages:

The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.

42.4 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

42.5 Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears like goggles, helmets, masks, etc. to the workmen and the staff.

The contractor shall be responsible for observance by his sub contractor of the forgoing provisions

43.0 Specific Conditions:

1. The contract may be terminated at one month's notice by HSCC if any one of the stipulated conditions agreed upon by the Contractor are not met to the satisfaction of HSCC.
2. The contractor shall be deemed for all legal and contractual purposes, as the employer for his staff and such staff will not have any claim for employment in HSCC now or at a future date.
3. It is the responsibility of the contractor to ensure that all statuay taxes, duties, dues to the Government are paid in due time/as and when becomes payable on account of deployment of labour & materials under this contract.
4. For provident fund, ESI & service tax, proof of payment to the concerned departments is to be submitted.

Section 3. Contract Data

Items marked "N/A" do not apply in this Contract

The following documents are also part of the Contract :

	Clause Reference (Conditions of contract)
*The Contractor's Bid and Letter of Acceptance	[1]
*The Conditions of Contract	[1]
*The Technical Specifications	
*The Bill of Quantities	[35]
The Manager is: DGM (PR) or any other officer nominated from time to time by Chairman Cum Managing Director(CMD) of HSCC (India) Ltd. Plot 6(A), Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301.	
*The Start Date is as notified in the letter of Acceptance	
*The Intended Completion Date for the whole Work is 12 Calendar Months from Date of Award.	[17]
*The Site is located at Plot 6(A), 13 & 14, Block-E, Sector-1,Noida, Distt. Gautam Budh Nagar, Uttar Pradesh-201301	[1]
*The language of the Contract is English	[3]
*The law which applies to the Contract is the law of the Union of India, Jurisdiction is High Court of Delhi only	[3]
*Arbitration procedure to be used shall be Arbitration and Conciliation Act 1996 or the latest amended.	[24]
*Appointing Authority for the arbitrator	[24]
*Place where arbitration will take place : New Delhi.	[24]
*The currency of the contract is the Indian Rupees.	
*The liquidated damages for the whole of the Work are Rs. 3,000/- per day.	[45]
*Maximum liquidated damages shall be 5% of the Contract price.	[45]
*The amounts and currencies of the performance guarantee are	[47]
Amount : 5% of Contract price	
Currency : Indian Rupees	

ANNEXURE - A

FORM OF AGREEMENT

1. This Agreement made the _____ day of _____ 2013 M/s HSCC (India) Limited, E-6(A), Sector - 1, Noida (UP) - 201301 (hereinafter called "The Employer") represented by who enters into this Agreement of the one part and M/s _____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz "Providing The Cafeteria Services: to serve tea, coffee, cold drinks, pre-cooked snacks, high tea, lunch etc only. HSCC Head Office located at Plot No. E-6(A), Sector-I, Noida, U.P.-201301" ("the works") and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed of follows:

1. In this Agreement 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 Agreement, viz :
 - (a) The Letter of Acceptance ;
 - (b) The said bid ;
 - (c) The Conditions of Contract ;
 - (d) The Specification ;
 - (e) The Priced Bill of Quantities ;
 - (F) Any other relevant documents referred to this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as herein after mentioned, the Contractor 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 Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such sum 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 Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature of _____ on behalf of **M/s HSCC (I) Ltd.** _____

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)**

To,

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, Sector 1,
NOIDA - 201 301.

Dear Sir,

In consideration of the M/s. HSCC (I) Ltd., Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC) (hereinafter called Employer) which expression shall include his successor and having awarded to M/s _____ (hereinafter referred to as the said Contractor or `Contractor' which expression shall whenever the subject to context so permits include its successors and assigns) a contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under and in connection with the said contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total contract value.

1. We, _____ (hereinafter called `The Bank' which expression shall include its successors and assigns) having our branch office at _____ and Registered/Head Office at _____ a company registered under the Companies Act, 1956) 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 any wise payable by the contractor to the Employer under 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 any wise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer/ HSCC on account thereof and the decision of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms hereof.

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 Contractor or as suffered or incurred by The Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer or suffered or incurred by The Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of The Employer and liabilities of the contractor arising up to 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 any wise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
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 contractor 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 thereunder.

Dated_____ day of _____2013.

For and on behalf of Bank.

Issued under seal :

**TENDER DOCUMENT
FOR
PROVIDING CAFETERIA SERVICES AT HSCC CAMPUS, NEW DELHI**

Last date & time for submission of duly filled-in Tenders:

July 08, 2013 upto 2.30 p.m.

(Duly filled-in Tender Documents, complete in all respects, to be dropped in *the Box kept in Reception of HSCC house NOIDA*)

(No Tender Document would be accepted after 2.30 p.m. on July 08, 2013)

Date & Time of opening the Bid **July 08, 2013 3.00 p.m.**

Venue for opening the Bids:

HSCC (India) Ltd.
(A Government of India Enterprise)
E-6(A), SECTOR – 1, NOIDA 201301
Tel: 0120-2542436-440