

Amendment-II

Project : Tender for Empanelment of Agencies as a strategic partner for providing services to Government on behalf of HSCC INDIA LIMITED.

Tender No.: HSCC/EMPANELMENT/SP/2023/01

Dated : 06.11.2023

This amendment shall form integral part of tender document and should be submitted duly signed & stamped along with the tender/bid. All other terms & conditions remain unchanged.

1. The Last date of submission & opening of bids has been extended as follows:

Last date to fill/upload the tender: **upto 15:00 hrs. on 17.11.2023**
through e-Tendering

Date of Opening of bids : **on 17.11.2023 at 16:00 hrs.**

2. Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 02.11.2023 at HSCC, Head Office, Noida

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
1	3.7	Registration: The Bidder should be registered with the Income Tax, GST Dept. and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, Group Gratuity. Documents Required 1. Copy of PAN and GST. 2. Copy of the Employee Provident Fund registration letter / certificate. 3. Copy of the Employee State Insurance registration letter / certificate. 4. Copy of the Group Gratuity Scheme certificate.	We wish to inform HSCC India Ltd. that the EPF, ESIC, Group Gratuity Scheme certificates and labour license are not applicable to our organization. We have been providing services to state & central government departments for more than 10 years but we have never been denied the work orders due to unavailability of these certificates. Therefore, we request your kind office to remove the requirement of these certificates so that more companies like ours can participate will optimum proposals.	No Change. Tender conditions shall prevail.
2	3.7	Bidder shall have at least 2500 nos. of manpower on its roll as on 31st March, 2023. Documents Required: Declaration on company letterhead with supporting work order involved in government (central/ state)/ PSU.	We feel requirement of such specific 2500 nos. of manpower on payroll is designed to benefit some specific vendors. We request HSCC India Ltd. to delete the said clause and evaluate bidders on their experience	Shall be read as under: Bidder shall have at least 1500 nos. of manpower on its roll as on 31st March, 2023. Documents Required: Declaration on company letterhead with supporting work order involved in government (central/ state)/ PSU.
3	3.9	Number of Manpower on roll ,a. 2500 to 5000 - 8 marks b. more than 5000 – 10 marks	On the basis of above request, we suggest to delete the said clause and adjust the marks in other evaluation parameters	Shall be read as under: Number of Manpower on roll ,a. 1500 to 2500 - 8 marks b. more than 2500 – 10 marks
4	3.7	The Bidder should have valid ISO 9001, ISO 14001, & OHSAS, SA Certifications	We request HSCC India Ltd. to explain the SA certification as we have never encountered the same	SA Certifications deleted. Other criteria remains unchanged.
5	3.9	Any member of Consortium must have been engaged in implementing at least one (01) project of value above Rs. Twenty-Five (25) Crores involving service delivery at more than 300 locations in Central Govt. / State Govt. / PSU / Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work – 10 marks b. Two or more single works – 20 marks	We request HSCC India Ltd. to consider the evaluation in terms of project value or number of locations and not on the number of works awarded. This will help HSCC to actually evaluate the bidder's strength of operating large-scale projects.	Shall be amended as under: Any member of Consortium must have experience of providing manpower services in at least (01) one project which shall involve the supply of at least 300 manpower in Central Govt./ State Govt./ PSU/ Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work <= 400 manpower – 25 marks b. One single work > 400 manpower – 40 marks Maximum Marks :40

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
6	3.9	Operations in the districts in India, Operation in number of districts-a. 30 to 33 Districts in a single order – 10 marks, b. More than 33 districts - 20 marks	We request HSCC India Ltd. to explain the specific parameter of Operations in Districts only and what kind of operations is being sought here. Many companies have experience in multiple locations like districts, taluka, states, cities, departments. We therefore request HSCC to consider evaluation in terms of number of locations and not just districts	Referred clause along with Evaluation & Selection Method Deleted from the Tender document. All the applicants who will be found to be responsive will be empanelled.
7	3.10	Format for Price Quotation :		Stand Deleted
8	3.11	REVENUE SHARING MODEL :	The example quoted is misleading as at one place the service charge is given as 1.75% and at other its 0.75%. If we consider the service charge as 1.75% the calculation come to: If we consider the service charge as 1.75% the calculation come to: Please clarify if our understanding is correct.	Shall be read as under: 3.11 REVENUE SHARING MODEL : - Service provider has to provide services as detailed in Scope of work. - Agreement will be executed with respective government authorities/ offices pursuant to which HSCC will receive the payment for the housekeeping and allied services provided by the empanelled agency. For this, Service provider must complete all its obligations and facilitate the timely submission of monthly invoice by HSCC, through providing necessary documentations and payment certifications including follow-up for disbursement/ release of payment from government authorities. - Against the revenue received from these authorities, HSCC shall deduct applicable TDS and after retaining certain revenue share percentage on the total billing, shall pay remaining amount to the Service Provider on back-to-back basis within week of receipt of such revenue from the authorities. The Agency will credit the billing amount after the applicable statutory deductions & after retain HSCC share amount from the total amount received from client.
9	3.7	Registration: The Bidder should be registered with the Income Tax, GST Dept. and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, Group Gratuity. Documents Required 1. Copy of PAN and GST. 2. Copy of the Employee Provident Fund registration letter / certificate. 3. Copy of the Employee State Insurance registration letter / certificate. 4. Copy of the Group Gratuity Scheme certificate	We request HSCC to remove the requirement of Labour license, Employees Provident Fund Certificate, Employees State Insurance Corporation certificate and Group Gratuity certificate as the same is not applicable or mandatory to many companies. The tender is for empanelment of agencies as a strategic partner for providing services and allied activities, whereas the above certificates are relevant only for manpower supply activities. Hence, we request to removal of these certificates so that more competitive bidders can participate.	No Change. Tender conditions shall prevail.
10	3.7	The Bidder should have a minimum positive Net- worth of Rs. 15 Crores as on 31-03-2023	We request HSCC to accept a positive networth of bidders instead of putting a value to it	The Bidder should have a minimum positive Net-worth as on 31-03-2023.
11	3.7	The Bidder should have valid ISO 9001, ISO 14001, & OHSAS, SA Certifications	We request HSCC to clarify as to what is SA certification?	SA Certifications deleted. Other criteria remains unchanged.
12	3.9	Any member of Consortium must have been engaged in implementing at least one (01) project of value above Rs. Twenty-Five (25) Crores involving service delivery at more than 300 locations in Central Govt. / State Govt. / PSU / Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission a. One single work – 10 marks b. Two or more single works – 20 marks	We request HSCC to evaluate on the basis of service delivery at locations rather than number of work orders. We suggest the evaluation as: a. 300 to 400 locations – 10 marks b. More than 400 locations – 20 marks	Shall be amended as under: Any member of Consortium must have experience of providing manpower services in at least (01) one project which shall involve the supply of at least 300 manpower in Central Govt./ State Govt./ PSU/ Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work <= 400 manpower – 25 marks b. One single work > 400 manpower – 40 marks Maximum Marks :40

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
13	3.9	Operations in the districts in India Operation in number of districts a. 30 to 33 Districts in a single order – 10 marks b. More than 33 districts - 20 marks	We understand that HSCC wants to evaluate bidder on its strength of operations in multiple locations. In such case the criteria should be kept as per the number of locations rather than specifically districts. Such specific requirement will disallow many bidders from participating.	Referred clause along with Evaluation & Selection Method Deleted from the Tender document. All the applicants who will be found to be responsive will be empanelled.
14			We suggest the evaluation as: Any member of Consortium must have experience of Operations / services in at least 30 locations in India Operations / services in number of locations a. 30 to 33 locations in a single order – 10 marks b. More than 33 locations - 20 marks	No Change. Tender conditions shall prevail.
15	3.9	Any member of Consortium must have experience of providing manpower services in at least (01) one project which shall involve the supply of at least 300 manpower in Central Govt./ State Govt./ PSU/ Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work with at least 300 - 400 manpower – 10 marks b. One single work with 400 manpower – 20 marks		Shall be amended as under: Any member of Consortium must have experience of providing manpower services in at least (01) one project which shall involve the supply of at least 300 manpower in Central Govt./ State Govt./ PSU/ Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work <= 400 manpower – 25 marks b. One single work > 400 manpower – 40 marks Maximum Marks :40
16	3.9	5. Number of Manpower on roll a. 2500 to 5000 - 8 marks b. more than 5000 – 10 marks	As requested in S. No. 2 above, we request to reduce the number of manpower on its roll to 500 and a Declaration on company letterhead should be accepted as valid document. Accordingly, we suggest the evaluation as: Number of Manpower on roll a. 500 to 1000 - 8 marks b. more than 1000 – 10 marks	Shall be read as under: Number of Manpower on roll a. 1500 to 2500 - 8 marks b. more than 2500 – 10 marks
17	3.7	The Bidder should be registered with the Income Tax, GST Dept. and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, Group Gratuity	We understand that HSCC has invited this tender for empanelment of agencies as a strategic partner for providing services and allied activities to the government on behalf of HSCC (India) Limited. We request clarification from HSCC on whether the purpose of this tender is to only empanel companies providing manpower services. Only in that scenario the above certificates are of any relevance. From our understanding the objective of the tender is to empanel partners for multiple services like FMS, equipment supply, manpower supply, managing infrastructures etc. If the purpose of this tender is for multiple services, then the certificates asked for should be kept as optional and not mandatory as a part of eligibility criteria. The companies not having the said certificates should also be allowed to participate and submit their proposals.	No Change. Tender conditions shall prevail.
18	3.7	The Bidder should have valid ISO 9001, ISO 14001, & OHSAS, SA Certifications	We understand the ISO 9001, ISO 14001, & OHSAS certifications. Please provide clarification on the SA Certification and the issuing authority. OR We request to remove the SA Certification requirement as it is not a standard certification.	SA Certifications deleted. Other criteria remains unchanged.
19	3.9	EVALUATION AND SELECTION METHOD: Any member of Consortium must have been engaged in implementing at least one (01) project of value above Rs. Twenty-Five (25) Crores involving service delivery at more than 300 locations in Central Govt. / State Govt. / PSU / Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work – 10 marks b. Two or more single works – 20 marks	As per our understanding in such type of evaluation either the bidder is evaluated on the project value basis or on the basis of number of locations serviced. We request HSCC to evaluate this criterion on project value basis, as this will give HSCC the understanding of bidders' financial strength. a. Project value 25 crores to 50 crores – 10 marks b. Project value above 50 crores – 20 marks	Shall be amended as under: Any member of Consortium must have experience of providing manpower services in at least (01) one project which shall involve the supply of at least 300 manpower in Central Govt./ State Govt./ PSU/ Govt. Special Purpose Vehicle in India in last 7 years as on last date of submission. a. One single work <= 400 manpower – 25 marks b. One single work > 400 manpower – 40 marks Maximum Marks :40

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
20	3.9	EVALUATION AND SELECTION METHOD : Operations in the districts in India. Operation in number of districts a. 30 to 33 Districts in a single order – 10 marks b. More than 33 districts - 20 marks	We request HSCC to provide more information on the type of operations. We also request the clarification on the number of districts when above all the criterions are designed on number of locations. We suggest that the word “Districts” to be changed to “Locations” to avoid bidder’s confusion	Referred clause along with Evaluation & Selection Method Deleted from the Tender document. All the applicants who will be found to be responsive will be empanelled.
21	3.4	SCHEDULE OF SUBMISSION EVENT OF TENDER : Last Date of submission of TENDER - 10/11/2023, 15:00 hrs.	We request HSCC to extend the submission date by 10 working days as it’s the festival period and many of the staffs are on vacation during this period	Last Date of submission of TENDER is extended upto- 17/11/2023, 15:00 hrs.
22	5.4	REQUIREMENTS TO BE FULFILLED BY HSCC:		Shall be read us under: <ul style="list-style-type: none"> • Provide strategic partner and its personnel with work permits and such other documents that shall be necessary to enable strategic partner or personnel to perform the service; • Issue to officials, agents and representatives of the Government Authority, all such instructions as may be necessary or appropriate for providing prompt and effective service; HSCC shall place only work order and other offices will not enter into any separate agreement in this regard. • HSCC shall make the monthly payment to the strategic partner on or before the 7th of every month based on the payment receipt from client and no interest will pay for any delay payment by HSCC. • HSCC and its allied offices shall adhere all the notification issued by the Government of India/ State Government from time to time in regards to increase/decrease in any statutory payment like, minimum wages (Basic), Dearness Allowance (DA), Provident Fund (PF), Employee State Insurance Scheme (ESIC), Maternity Leave, Leave with Wages (LWW), Bonus, Gratuity, National Holiday and Labour Welfare Fund etc. to give the effect from the date of notification/circular etc. immediately and empanelled agency shall submit the revise invoices/bills by giving this effect.

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
23	5.5	REIMBURSEMENT OF PAYMENT		<p>Shall be read us under:</p> <ul style="list-style-type: none"> The invoice/s should be submitted by Strategic Partner on monthly basis. Payments shall be made by HSCC within Seven (07) working days after submission of the invoice by the Strategic Partner based on the payment receipt from client and no interest will pay for any delay payment by HSCC. The Strategic Partner shall ensure that the wages of the manpower resources deployed under this RFP are released latest adhering to provisions as per Minimum Wages Act and other statutory obligations. The Strategic Partner should make the payment to the deployed manpower through NEFT/Bank Transfer only. The Strategic Partner shall issue his/her Company's payment slip to all manpower resources deployed at HSCC on monthly basis. All payments made to the manpower resources deployed under this TENDER shall be mandated through bank account of the personnel. No cash payment to the personnel should be made under any circumstances. It shall be Strategic Partner's duty to pay monthly payment and other dues as applicable directly into manpower resources bank account. All payments to the Strategic Partner will be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961, penalty and other taxes, if any, as per Government of India Rules.
24	3.4	SCHEDULE OF SUBMISSION EVENT OF TENDER: Last Date of submission of TENDER - 10/11/2023, 15:00 hrs.	We request HSCC to extend the submission date by 10 working days as it's the festival period and many of the staffs are on vacation during this period	No Change, Shall be as per NIT.
25	Price Quotation - in Excel			Price Quotation - Stand Deleted.
26	The Bidder should Submit the Original "UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS (as per " Annexure-B " - format attached) along with their bid/ tender.			
27	The Bidder should Submit the Original "Affidavit" - for correctness of Documents /Information (as per " Annexure-C " - format attached) along with their bid/ tender.			
28	The Bidder should Submit the " Litigation History " (as per " Form-N " - format attached) along with their bid/ tender.			
29	The Bidder should Submit the " GENERAL INFORMATION - Structure & Organization " (as per " Form-F " - format attached) along with their bid/ tender.			
30	EMD/ Bid Security :	Rs. 1,00,000/- (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favour of "HSCC (India) Limited" (Same shall be retained by HSCC during entire currency of empanelment. EMD will be forfeited if agency step out from contract)		
31	Safety : The contractor/ firm will be fully responsible to comply all safety norms at the work place. He has to do the regular third party safety audit at site & will submit it all relevant documents to HSCC. He will fully responsible for any kind of safety measures to be adopted at site within his cost. He will fully responsible for any kind of mishappening at site & also he will take necessary insurance in this matter and even responsible for sort out of any relevant safety/labour matter with his own cost.			
32	Legal / Disputes: The HSCC can terminate agency/ his contact any time by giving notice period of 30 days without assigning any reason to the agency. No arbitration clause will applicable for the subject work. If there is any dispute occur at site within the contract period, the matter with the court of Law and shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction of entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts. During the settlement/Adjudication of disputes the contractor shall not stop the work & shall continue to work in terms of the contract.			
All other terms & conditions remain unchanged.				
Prospective bidders are advised to regularly visit through HSCC e-tender portal https://hsc.enivida.com , HSCC website http://www.hscltd.co.in & CPP Portal https://eprocure.gov.in/epublish/app as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.				
(- sd -) Chief General Manager HSCC (India) Ltd.				

"UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS"

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

To,
HSCC (India) Limited,

Sub: Tender for "Empanelment of Agencies as a strategic partner for providing services to Government on behalf of HSCC (INDIA) LTD."

Sir,

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

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated:

AFFIDAVIT

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

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

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

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

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

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

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

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

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

(GENERAL INFORMATION)

-: Structure & Organization:-

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

(Signature of Bidder with Seal)

LITIGATION HISTORY

(On letterhead of the applicant)

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant : M/s							
Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

Authorized Signatory of bidder