

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

**HLL LIFECARE LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

**TENDER FOR RENOVATION & MODERNIZATION OF SNCU  
(Civil Works)**

**FOR**

**ODISHA - DH GAJAPATHY, GAJAPATHY DISTRICT**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**



AKKULAM FACTORY, SREEKARIAM P.O.  
THIRUVANANTHAPURAM – 17  
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**HLL LIFECARE LIMITED**  
**AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM - 17**

**Tender for RENOVATION WORKS (CIVIL WORK)**

BID REFERENCE IFB NO: : HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02,  
Dt. 01.12.2016

DATE OF COMMENCEMENT  
OF SALE OF BIDDING DOCUMENT : 01.12.2016

LAST DATE FOR SALE OF BIDDING  
DOCUMENT : 08.12.2016, 11.30 Hrs.

LAST DATE AND TIME FOR  
RECEIPT OF BIDS : 08.12.2016, 14.00 Hrs.

TIME AND DATE OF OPENING  
OF BIDS : 08.12.2016, 15.00 Hrs.

PLACE OF OPENING OF BIDS : HLL LIFECARE LIMITED  
AKKULAM FACTORY,  
SREEKARIAM P.O.  
THIRUVANANTHAPURAM – 17  
Phone +91 471 244 5930  
Fax +91 471 244 5935  
Email: [hcdemo@lifecarehll.com](mailto:hcdemo@lifecarehll.com)

ADDRESS FOR COMMUNICATION : **Joint General Manager (Mtls)**  
**HLL LIFECARE LIMITED**  
**AKKULAM FACTORY,**  
**SREEKARIAM P.O.**  
**THIRUVANANTHAPURAM - 17**  
**Phone +91 471 244 5930**  
**Fax +91 471 244 5935**  
**Email: [hcdemo@lifecarehll.com](mailto:hcdemo@lifecarehll.com)**

**ABSTRACT**

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**PART – A**

**SECTION I**

**INVITATION FOR BIDS (IFB)**

**Sealed and super scribed tenders, under Two Bid system, are invited from the eligible contractors, for execution of Renovation work (Civil) of SNCU project at DH GAJAPATHY, GAJAPATHY District, Odisha State. The detailed work is given as in the Price Schedule to this Tender.**

Site. No.	Details of Sites in the Hospitals	EMD Amount (Rs)
1	DH GAJAPATHY, GAJAPATHY District	4,500.00

- 1) Interested eligible Bidders may obtain further information from the **Office of the Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram - 17, Kerala**
- 2) The Tender Document can be downloaded from our Website [www.lifecarehll.com](http://www.lifecarehll.com).
- 3) Interested eligible bidders may submit their bidding documents at the Office of the **Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -17** on the specified date and time.
- 4) All bids must be accompanied by the documents specified herein and must be delivered to **Joint General Manager (Mtls) on or before 08/12/2016, 14.00 Hrs. The Technical Bids will be opened on 08/12/2016, at 15.00 Hrs**, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

## SECTION II

# INSTRUCTION TO BIDDERS

### A. INTRODUCTION

#### 1. Eligible Bidders

1.1 Only experienced contractors are eligible to participate in the tender.

The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

1.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

a) The tenderer has the required financial, technical and service capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section V in these documents.

1.3 a) The bidder should have **Minimum 3 years experience in the relevant field**  
b) The Tenderer should have executed satisfactorily at least 2 jobs preferably of similar kind and each contract valuing more than Rs. 15 Lakhs during the last 3 years.

1.4 Bidder should have good financial background proven by balance sheet / Bank Statement of three immediate previous financial years.

1.5 The bidders should quote for all the schedules in the Tender, failing which, such bids shall be considered as incomplete and will be summarily rejected.

#### 2. Cost of Bidding

2.1 Cost of bidding shall be completely on the tenderer.

### B. THE BIDDING DOCUMENTS

#### 3. Contents of Bidding Documents

3.1 The work required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);

- d. Qualification criteria;
- e. Proforma bout the Contractor
- f. Performance statement
- g. Indemnity Clause
- h. Declaration
- i. Abstract Price Schedule
- j. Price Schedules

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4. Clarification of Bidding Documents**

4.1 The Bidder, who require any clarification of the Bidding Documents may notify the Company in writing at the Company's mailing address indicated in the Invitation for Bids. The Company will respond in writing to any such request which is received not later than **5 days** prior to the deadline for submission of bids prescribed by the Company. Any such response (relevant) against the clarification of the tenderer shall be notified in our website only.

#### **5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

Those bidders who download the tender documents from our website should furnish the Name and address of the vendor, name of contact person, telephone and Email details immediately by Email to HLL Akkulam. Any changes pertains to this tender shall be communicated only through our website [www.lifecarehll.com](http://www.lifecarehll.com)

5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Company may, at its discretion, extend the deadline for the submission of bids

### **C. PREPARATION OF BIDS**

#### **6. Language of Bid**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Company, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in

another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **7. Documents Comprising the Bid**

Following documents and forms are to be included in the technical bid and commercial bid respectively.

### **7.1 TECHNICAL BID**

The technical bid shall consist of the following documents.

- a) **Tender Fee : DD for Rs. 525.00 (inclusive of tax) drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram** is to be attached towards tender fee.
- b) **EMD/Bid Security for Rs. 4,500.00 in the form of Demand Draft from schedule Bank, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.** The EMD/Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid. The Tender received without EMD will be rejected.
- c) SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / **Udyog Aadhaar**. But the Party has to provide Security deposit if Tender is awarded to them.
- d) Copy of Balance sheet / Bank Statement for the past two financial years.
- e) Performance statement in the Proforma VII.
- f) Documentary evidence established in accordance with ITB Clause A1 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

### **7.2 PRICE BID**

Duly filled Bid Form i.e. Price bid Abstract and Price Schedule as per Price Bid.

7.3 The Work Order shall be placed to the tenderer, whose total rate comes to lowest and responsive.

## **8. Bid Currencies**

8.1 Prices shall be quoted in Indian Rupees.

## **9. Documents establishing bidder's eligibility and qualifications**

9.1 Pursuant to ITB Clause 1, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

9.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Company's satisfactions.

- (a) that the bidder has the financial and technical capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section V. All bids submitted shall include the following information:

Details of experience and past performance of the bidder on items offered and on those of similar nature and details of current contracts in hand and other commitments as per proforma given in Section VII

#### **10. Scope of Documents:**

- 10.1 For the purpose of the documentary evidence to be furnished pursuant to ITB Clause 9.2 above, the Bidder shall note that the standards for workmanship, material and references to brand names or catalogue numbers, if any, designated by the Company in its Tender schedules are intended to be descriptive only and not restrictive.

#### **11. Period of Validity of Bids**

- 11.1 Price Bid shall be valid **for One year from the date of opening of Price Bid**

- 11.2 In exceptional circumstances, the Company may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **12. Format and Signing of Bid.**

- 12.1 The bidder shall prepare the bid clearly marking as appropriate
- 12.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person(s) signing the bid.
- 12.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or person(s) signing the bid.

#### **D. SUBMISSION OF BIDS**

##### **13. Sealing and Marking of bids**

Separate bids shall be submitted for Price Bid and Technical Bids.

- 13.1 The bidders shall seal **Technical bid** and **Price bid** separately, duly written on the envelopes as **“TECHNICAL BID – SNCU - Civil (DH GAJAPATHY)” - cover “A”** and **“PRICE BID- SNCU - Civil (DH GAJAPATHY)” - cover “B”**. The Bidders shall put both the envelopes (cover “A” & cover “B”) in an another envelope.



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**The outer Envelop shall superscribed with ;**

**“TENDER FOR CIVIL WORK AT- DH GAJAPATHY, ODISHA”**

**“IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, DT. 01.12.2016”**

**“DO NOT OPEN BEFORE 15.00 Hrs. on 08/12/2016”**

13.2 The inner and outer envelopes shall be addressed to the following address:

**Joint General Manager (Materials)  
HLL Lifecare Limited,  
Akkulam Factory, Sreekaryam P.O. ,  
Thiruvananthapuram -17  
Phone 0471 2445930 / 2445935  
Email : [hcdcmo@lifecarehll.com](mailto:hcdcmo@lifecarehll.com)**

- (a) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Technically not qualified”.
- (b) If the inner and outer envelopes are not sealed and marked as required, the Company will assume no responsibility for the bid’s misplacement or premature opening.
- (c) Bids must be received by the Company at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.
- (d) The Company may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **14. LATE BIDS**

- 14.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company, will be rejected and returned unopened to the bidder.

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

- 15.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bids.
- 15.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 15.3 No bid may be modified subsequent to the deadline for submission of bids.

- 15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

**E. BID OPENING AND EVALUATION**

**16. Opening of Bids by Company**

- 16.1 The Company will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 08.12.2016 at the following Office

**JOINT GENERAL MANAGER (MATERIALS)**  
**HLL Lifecare Limited,**  
**Akkulam Factory, Sreekaryam P.O. ,**  
**Thiruvananthapuram -17**  
**Phone 0471 2445930 / 2445935**  
**Email : hcdcmo@lifecarehll.com**

- 16.2 In the event of the specified date of bid opening being declared a holiday for the Company, the bids shall be opened at the appointed time and location on the next working day.
- 16.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Company, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- 16.4 Deleted
- 16.5 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive to and Qualified in the Technical Bid.
- 16.5 The Company will scrutinize the technical bid for compliance to the conditions and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation, as applicable, will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

**17. CLARIFICATION OF BIDS**

- 17.1 During evaluation of bids, the Company may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

## **18 PRELIMINARY EXAMINATION**

- 18.1 The Company will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 18.3 The Company may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 18.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the Company will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The Company's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.5 If a bid is not substantially responsive, it will be rejected by the Company and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **19. EVALUATION AND COMPARISON OF BIDS**

- 19.1 The Company will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

## **20. CONTACTING THE COMPANY**

- 20.1 No bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Company it should do so in writing.
- 20.2 Any effort by a bidder to influence the Company in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

**F. AWARD OF CONTRACT**

**21. POST QUALIFICATION**

- 21.1 In the absence of pre-qualification, the Company will determine to its satisfaction whether the bidder who has having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 1 and is qualified to perform the contract satisfactorily
- 21.2 The determination will take into account the bidders financial, technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 1 as well as such other information as the Company deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Company will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**22. AWARD CRITERIA**

- 22.1 Subject to ITB Clause 23, the Company will award the contract to the successful bidder whose bid has been determined to be substantially responsive and as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**23. COMPANY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

- 23.1 The Company reserves the right at the time of award of contract to increase or decrease the quantity of materials and services originally specified in the bid document without any change in unit price or other terms and conditions within the bid validity period.

**24. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 24.1 The Company reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

**25. NOTIFICATION OF AWARD**

- 25.1 Prior to the expiration of the period of bid validity, the Company will notify the successful bidder in writing by registered letter or by mail, to be confirmed, that its bid has been accepted.
- 25.2 The notification of award will constitute the formation of the contract

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Company and the Contractor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Materials” means all the products and/or other materials which the Contractor is required to be used in the work under the Contract;
- (d) “Services” means services ancillary to the works, other incidental services, such as installation, commissioning, provision of technical assistance, and other obligations of the Contractor covered under the contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Company” means the Organization contracting the work, as named in SCC;
- (h) “The Contractor” means the individual or firm undertaking the work / Service under this Contract;
- (i) “Day” means calendar day.
- (j) “Handing over period” means the period applicable upto completion of work and testing by the contractor at the required location mentioned in service purchase order and accepted by the Company.
- (k) “Earnest Money Deposit” (EMD) means Bid Security / monetary or financial guarantee to be furnished by a tenderer along with its tender”.

### **2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**3. STANDARDS**

- 3.1 The Work executed under this Contract shall conform to the standard requirements mentioned in the schedule.

**4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.1 The Contractor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the contractor's performance under the Contract if so required by the Company.

**5. PATENT RIGHTS**

- 5.1 Deleted

**6. INSPECTION AND TESTS**

- 6.1 The Company or its representative shall have the right to inspect and/or to test the materials to confirm their conformity to the Contract at no extra cost of the Company. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Company requires and where they are to be conducted. The Company shall notify the Contractor in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises, at point of completion and/or at the time of handing over the execution. The Contractor or its subcontractor(s), all reasonable facilities and assistance shall be extended to the inspectors at no charge to the Company.
- 6.3 Should any inspected or tested materials/work fail to meet with the schedule requirement, the Company may reject them and the Contractor shall either replace the rejected materials or make all alternations necessary to meet schedule requirements free of cost to the Company.
- 6.4 The Company's right to inspect, test and, where necessary, reject the materials/work at site shall in no way be limited or waived by reason of the Materials having previously been

inspected, tested and passed by the Company or its representative.

## **7. PACKING**

7.1 Deleted

## **8 DELIVERY AND DOCUMENTS**

8.1 Deleted

## **9. INCIDENTAL SERVICES**

9.1 The contractor may be required to provide any or all of the services with respect to this tender, including additional services, if any, specified in SCC:

## **10. WARRANTY**

10.1 The Contractor warrants that the Materials used under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that the Materials supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Company's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Materials in conditions obtaining in the state/country of final destination.

10.2 This warranty shall remain **valid for one year** after work completion handing over and accepted as indicated in the Contract.

10.3 The Company shall promptly notify the contractor in writing of any claims arising under this warranty.

10.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Materials or parts thereof, without cost to the Company

10.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Company may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Company may have against the Contractor under the contract.

## **11. PAYMENT**

11.1 The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.

11.2 Payment shall be made in Indian Rupees

**12. PRICES**

12.1 Prices charged by the Contractor for Work/Services performed under the Contract shall not vary from the prices quoted/agreed by the Contractor in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Company's request for bid validity extensions, as the case may be.

**13. CONTRACT AMENDMENTS**

13.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**14. ASSIGNMENT**

14.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Company's prior written consent.

**15. SUBCONTRACTS**

15.1 The supplier shall notify the Company in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

**16. LIQUIDATED DAMAGES**

16.1 If the Contractor fails to perform the contract/services within the period(s) specified in the Contract, the Company shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed unperformed contract/Services for each week or part thereof of delay until actual handing over or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Company may consider termination of the Contract.

**17. TERMINATION BY DEFAULT**

17.1 The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part;

(a) if the Contractor fails to complete any or all of the work within the time period(s) specified in the Contract, or within any extension thereof granted by the Company, or

(b) if the Contractor fails to perform any other obligation(s) under the contract.

17.2 In the event the Company terminates the Contract in whole or in part, the Company may execute, upon such terms and in such manner as it deems appropriate, Work or Services



similar to those unperformed, and the Contractor shall be liable to the Company for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

## **18. FORCE MAJEURE**

- 18.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **19. TERMINATION FOR INSOLVENCY**

- 19.1 The Company may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

## **20. RESOLUTION OF DISPUTES/ ARBITRATION**

- 20.1 The Company and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Company and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the General Conditions of Contract (Arbitration Clause 20.3). These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.
- 20.3 If, HLL and the Contractor have been unable to resolve amicably a Contract dispute, such dispute or disagreement shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator , one each to be nominated by the Company and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator

shall be appointed by the President of Institute of Engineers (India).

20.4 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

## **21. GOVERNING LANGUAGE**

21.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **22. APPLICABLE LAW**

22.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## **23. NOTICES**

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **24. TAXES AND DUTIES**

24.1 Contractors shall be entirely responsible for all taxes, licenses, statutory levies etc., incurred until handing over of the contracted site / service to the Company.

**SECTION IV**

**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. The work shall be completed **within 25 Days** from the date of receipt of firm Work Order / L.O.I.
2. The contractor may inspect the site at Odisha before quoting the work
3. During the execution of the work the contractor or authorized representative should be present at site.
4. Statutory deduction like Income tax, Work Tax, Service Tax, ESI, PF etc will be deducted from the Contractor's bill as per the statutory rules.
5. Security deposit: 5% of executed value shall be deducted from the first bill and shall be released after defect liability period of ONE year.
6. Payment shall be released in two parts - 50% of the total value of work may be released upon the completion of 60% of the work and the final payment (balance 50%) shall be made after successful completion of the total work. The second and final payment shall be released only after clearing all the debris/balance materials from the site.

**The bills shall be sent in triplicate as per the following:-**

**Bill Addressed to :**

**HLL Lifecare Ltd  
C-43, Palashpalli,  
Near Palashpalli Hospital,  
Bhubaneswar – 751020  
Odisha**

**Bill Sent to:**

**HLL Lifecare Ltd  
No. 185, Lingavel Tower, Plot No. 1  
100 feet, Bypass Road, Vijaya Nagar  
Velachery, Chennai – 600 042**

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

The bills are to be certified by any one of the following official from HLL.

- a) Project Engineer (Civil), CMO, Chennai
  - b) Business Manager (Projects & Services), CMO, Chennai
  - c) Deputy General Manager (MKTG), CMO, Chennai
7. All the materials and tools required for the work shall be procured by the contractor and brought to the site to complete the work in the time frame. Entry of men/ materials should be done through the security gate only and the details of the same shall be recorded in the register kept at the security office and the copy of details shall be submitted to the Projects in-charge. All the material brought to the work shall be as per the schedule and samples of materials shall be handed to the project in-charge.
  8. The contractor has to arrange all the necessary insurance coverage for the materials/ machines / work men deployed by him.
  9. Measurement is to be recorded in each stage of the work and the payment will be made on actual measurement of the work as per the order.
  10. If the Contractor fails to execute any or all of the work or perform the Services within the time period(s) specified in the Tender/Purchase Order / Work order, the HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the various terms and conditions of the contract.
  11. A delay by the Contractor in the performance of its contract obligations shall render the Contractor liable to the imposition of penalty pursuant to this tender/Work Order/contract, unless an extension of time is agreed upon pursuant to agreement/ Work Order without the application of liquidated damages.
  12. Penalty shall be imposed as per the company rules for any delay committed by the contractor in completing the work as per the order. (Ref. Clause.16 - LIQUIDATED DAMAGES)
  13. HLL reserves the right to accept or reject the tender either partially or fully without assigning any reason what so ever.

**14. CONTRACT AMENDMENTS**

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

**15. ASSIGNMENT**

The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the HLL's prior written consent.

**16. LIQUIDATED DAMAGES**

If the Contractor fails to perform the Services within the period(s) specified in the Contract, the HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percentage of the value of the delayed Work or unperformed Services for each week or part thereof of delay until actual completion of performance, up to a maximum deduction of 10 percentage. Once the maximum is reached, the HLL may consider termination of the Contract.

**SECTION V**  
**QUALIFICATION CRITERIA**

**(Referred to in Clause 1 of ITB Eligible Bidders)**

- (a) The bidder/contractor whose service is offered as part of this contract must have rendered service similar of the type specified in the Bid Documents.
- (b) The bidder should furnish the information on past service and satisfactory performance in the Proforma given under Section – VII.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificate) in support of the satisfactory operation of the service as specified above.
- (d) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the work within the stipulated handing over period.

**SECTION VI**

**PROFORMA ABOUT THE CONTRACTOR**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, DT. 01.12.2016**  
**(Please attach detailed proforma incorporating the information given below)**

Tender No.....  
DATE OF OPENING.....

NAME OF THE TENDERER:.....

1. Name & Full address of the Contractor:

- (a) PAN No
- (b) Service Tax Regn. No:
- (C) TIN No \*\*\*\*\*
- (d) CST No \*\*\*\*\*

**(specify whether registered with Odisha State. Attach relevant copies as proof of evidence)**

- (a) Any other details
- (b) Specify whether SSI / MSME unit

- |                      |                 |
|----------------------|-----------------|
| 2. (a) Telephone No. | Office/Personal |
| (b) Fax No.          | Office/Personal |
| (c) e-mail address   |                 |

3. Details of Staff:

- a) technical :
- b) skilled :
- c) unskilled :

**SEAL OF THE TENDERER**

**SIGNATURE**  
**NAME AND ADDRESS OF TENDERER**

SECTION VII

**PROFORMA FOR PERFORMANCE STATEMENT**

Proforma for Performance Statement (for a period of last 3 years)

IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, DT. 01.12.2016

Name of the Tenderer:.....

Name & Address of the Tenderer / Service Provider:.....

.....

Order placed by (Full Address of Company / Consignee)	Order No. and Date	Description and quantity of ordered work and service	Value of order	Date of Completion of Contract		Remarks indicating reasons for delay, if any	Have the works been satisfactorily maintained? (Attach a documentary proof)
				As per Contract	Actual		

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We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the Company in addition to forfeiture of earnest money.

Signature and Seal of the Bidder .....

.....



**SECTION VIII**

**HLL LIFECARE LIMITED**

**Akkulam Factory**

**THIRUVANANTHAPURAM-695017**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, DT. 01.12.2016**

**INDEMINITY CLAUSE**

If the contractor fails to execute the order within the time prescribed for the handing over of works ordered or violates or infringes the existing rates as agreed to as mentioned in the work order, the contractor shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-handing over of works at agreed quantity and rate with in the time specified in the work order. The company will initiate legal action if the contractor fails to execute the work order as per the schedule in the work order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before executing any excess quantity and shall be at the risk of the contractor. Responsiveness of the Bid shall be at the discretion of HLL.

The contractor shall have no right to change the quantity stipulated in the work order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

**PLACE:**

**DATE:**

**NAME AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)**

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

**SECTION IX**

**HLL LIFECARE LIMITED**

**Akkulam Factory**

**THIRUVANANTHAPURAM-695017**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, DT. 01.12.2016**

**DECLARATION**

I / WE, The Bidder undertake, we shall execute, within the purview of the contract, all the works and activities includes; transportation, loading, unloading and other technical work for the installation of the equipment at the designated site as per the schedule/contract /work order, at **Odisha**.

We confirm having read and understood all the schedule requirements, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

**SEAL OF THE TENDERER**

**SIGNATURE**  
**NAME AND ADDRESS OF TENDERER**

**PART : B**

SECTION VIII ABSTRACT PRICE SCHEDULE

SECTION IX PRICE SCHEDULE

**SECTION X**

**HLL LIFECARE LIMITED**  
**AKKULAM FACTORY, THIRUVANANTHAPURAM-695017**

**ODISHA: DH GAJAPATHY, GAJAPATHY DISTRICT**  
**CIVIL WORK – SNCU**

**ABSTRACT PRICE BID**

<b>Site. No.</b>	<b>Details of Sites in the Hospitals</b>	<b>Amount Quoted (Rs)</b>
<b>1</b>	<b>DH GAJAPATHY, GAJAPATHY District</b>	

**Total words in Rupees:** \_\_\_\_\_

**Price quoted should be based on the Make/Brand specified in the tender document. The bidders have to mention the Make/Brand proposed to use for the project.**

The proof of remittance of PF & ESI charges to be submitted to HLL, otherwise statutory levies such as ESI, PF etc will be deducted from contractors bill as per rules.

Bidders shall have registration under Odisha VAT and shall produce necessary certificate from Odisha VAT authority for deduction at specified rate / non deduction of WCT, if any applicable under Odisha VAT/GST as applicable.

In case the bidder do not have Odisha VAT registration WCT @ as applicable, as per Odisha VAT rules / GST rule prevailing on the date of bill, will be deducted from total contract value.

Bidder shall supply the materials with applicable CST / VAT/GST etc and no "C" Form shall be issued by HLL against supplies.

**SEAL OF THE TENDERER**

**Date:**

**SIGNATURE**  
**NAME AND ADDRESS OF TENDERER**

**SECTION XI**

**HLL LIFECARE LIMITED**  
**AKKULAM FACTORY, THIRUVANANTHAPURAM-695017**  
**Ph: 0471 244 5930 Tele Fax: 244 5935**  
[hcdcmo@lifecarehll.com](mailto:hcdcmo@lifecarehll.com)

**CIVIL WORKS: PRICE SCHEDULE**

**DH GAJAPATHY, GAJAPATHY DISTRICT**

S. No	Description of work	Qty	Unit	Unit Rate in Rs.	Total Rate in Rs.
1	Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately): For fixed portion. Anodized aluminum (anodized transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15). The rate should also includes providing PU sealant in both inside and outside	0.26	MT		
2	S/F 100mm brass lock for aluminium door including necessary cutting and making good etc. complete	2.00	EACH		
3	Providing and fixing aluminium tower bolts (100*10mm) ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade with necessary screws etc. complete :	4.00	EACH		

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

<b>S. No</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate in Rs.</b>	<b>Total Rate in Rs.</b>
4	Providing and fixing glazing in aluminum door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in- Charge. (Cost of aluminum snap beading shall be paid in basic item): With float glass panes of 5.5 mm thickness.	26.00	M.SQ		
5	Providing and fixing aluminum extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight up to 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete	2.00	EACH		
6	Providing and fixing aluminum tubular handle bar 32 mm outer dia, 3.0 mm thick & 2100 mm long with SS screws etc. complete as per direction of Engineerin-Charge. Anodized (AC 15 ) aluminum tubular handle bar	4.00	EACH		
7	Providing and fixing aluminium hanging floor door stopper ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade with necessary screws etc. complete. With twin rubber stopper	4.00	EACH		
8	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors including cost of cutting floors as required, embedding in floors and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge. With Brass cover Plate	2.00	EACH		
9	Providing and fixing 12 mm thick pre laminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in paneling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-inCharge. Pre-laminated particle board with decorative lamination on both sides	51.00	M.SQ		

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

<b>S. No</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate in Rs.</b>	<b>Total Rate in Rs.</b>
10	Prepare surfaces and plaster with CM 1:3(1 cement, 3 sand) ,12mm minimum thick (sponge finish) to ceiling sides and soffit of beams and columns and other interior and exterior RCC surfaces not contiguous to masonry.	4.00	M.SQ		
11	Prepare surfaces and paint two coats of plastic emulsion paint of approved colour over two coats of Alltek S/R putty and primer all complete as per manufacturers specifications to all interior faces of walls in all floors.	2.00	M.SQ		
12	Prepare surfaces and paint three coats of 'Apcolite Apex' paint of approved colour and manufacturer over approved primer to exterior faces of walls sunshades,facias,fins,drops etc all as per detailed manufacturer's specification at all floors.	QRO	M.SQ		
13	Prepare surfaces and paint two coats of Royal emulsion paint of approved colour over two coats of Alltek S/R putty and primer all complete as per manufacturers specifications to all interior faces of walls in all floors.	1.00	M.SQ		
14	Dismantling plastered brickwalls in cement mortar including cleaning, stacking the useful materials as directed by engineer-in-charge and dumping the dismantled debris as indicated at site, levelling, consolidating, all complete as directed and disposing the debris away from site all complete as directed.	3.00	M.CUBE		
15	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to municipal dumping ground beyond 50 m initial lead, for all leads including all lifts involved.	6	M.CUBE		
16	Dismantling of any type of tiles/flooring work including striking of serviceable material and is of unserviceable materials with all leads and lift	12	M.SQ		
17	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge.	3	CUM		

**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

<b>S. No</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate in Rs.</b>	<b>Total Rate in Rs.</b>
18	Cleaning the site and removing debris with carriage of material by manual labour including loading ,unloading and stacking to municipal dumping ground beyond 50 m initial lead, for all leads including all lifts involved.	1	LS		
19	Providing & laying first class full body vitrified ceramic tile of make Kajaria/ Restile/Johnson or equivalent of size 600mmx600mmx 9.5mm or approved size of approved colour (matt finish) in flooring using spacer of required size (2mm-4mm) from endura or equivalent over a bed of cement mortar 1:4 of required thickness to match finished floor level mentioned and to match the neighbouring floor finish and jointed with epoxy grout of approved shade from Bal Endura or equivalent brand all complete as directed.(Basic cost of tile - Rs.85/sft).Any difference in basic price and OHP at the time of approval shall be adjusted for the laid area.No extra shall be payable for forming any pattern in the flooring like border, cut tiles,etc.	QRO	M.SQ		
20	Providing and laying 600mm x 600mm from Kajaria/ Restile/Johnson glazed tiles of plain series(Satin finish) in dado set in CM 1:3 with joints so as to form a true & even surface and joints finished neatly with white cement mixed with matching pigments all complete as directed. (Rate should include base plastering with CM 1:5 of required thickness.) The rate shall include cost of providing 6mmx6mm groove in the plastering at top of the tile all complete as directed.(Basic cost of tile - Rs.85/sft).Any difference in basic price and OHP at the time of approval shall be adjusted for the laid area.No extra shall be payable for forming any pattern like border, etc.	9.00	M.SQ		
21	Cement concrete 1:4:8 (1 cement ,4 sand , 8 hard blue granite stone metal 40mm and down gauge in layers not exceeding 15 cms in depth well consolidated in foundation and levelling course under floors including necessary shuttering, in steps etc all complete as directed.	2.25	CUM		



**IFB NO. HLL/AFT-CMO/TDG/ODSH-II/CIVIL/2016-17/02, Dt. 01.12.2016**

<b>S. No</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate in Rs.</b>	<b>Total Rate in Rs.</b>
22	"RCC M25 (design mix) using hard blue granite metal 20mm and down gauge including centering, shuttering, curing etc,complete but excluding cost of reinforcement. Note: Polythene sheet shall be provided under the slabs."				
	In column footings including raft & pyramidal portions.	3	CUM		
	<b>Total</b>				

**SEAL OF THE TENDERER**

**SIGNATURE**  
**NAME AND ADDRESS OF TENDERER**