

# TENDER DOCUMENT

CONSTRUCTION OF SHED FOR PLACING DG SET

AT

TALUK HOSPITAL, VITHURA,  
THIRUVANANTHAPURAM



**PROJECTS DIVISION,  
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012, Kerala, India

Phone +91 471 2354949 / 2775500/ 2775588

Web: [www.lifecarehll.com](http://www.lifecarehll.com)

**JULY 2018**

**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 Projects Division  
 Corporate Head Office, Poojappura.P.O,  
 Thiruvananthapuram – 695012, Kerala, India  
 Phn: 0471- 2354949, 2775588

**INVITATION FOR BIDS (IFB)**

**IFB No : HLL/CHO/PROJ/EXT/VITHURA-TVPM/SHED/2018-19**

**Date : 30-07-2018**

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of Renovation works at Taluk Hospital, Vithura, Thiruvananthapuram. For the said project, sealed and super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting their requirements as per our tender

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
1	Construction of Shed for Placing DG Set at Taluk Hospital , Vithura, Thiruvananthapuram as per the Schedule of Work enclosed.	As per Schedule V	Rs 2,500/-

**2. Qualification Criteria:**

- a. Bidders should have minimum **One year experience** in the relevant field. Documentary proof for the above eligibility criteria should be submitted along with the offer.
- b. Bidders should have experience of having successfully completed within a period of last 1 years ending 30/07/2018 at least one similar work of value not less than Rs 3 Lakhs

Note: - Copies of Work orders and Completion certificates issued by the Client/Authority concerned shall be submitted in proof of the same.

- c. Bidder should have satisfactorily completed at least one work for any Central/State Government Departments or Central/State PSU's or local bodies in the last three years ending 30/07/2018.

Note:- Copies of Work orders and Completion certificates issued by the Client/Authority concerned shall be submitted in proof of the same.

3. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 30 -07 -2018 onwards
- b) Last date and time for receipt of bids - 13 -08 -2018 up to 15.00 Hrs.
- c) Date and time of opening of Technical bids - 13 -08 -2018, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

**SENIOR MANAGER (PROJECTS),**

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

4. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
5. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 3 (d) above.
6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
7. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
8. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
9. The EMD should be enclosed in a separate envelope and super scribed as “EMD” and to be attached in the main cover.
10. SSI/MSME units interested in availing exemption from payment of 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.**

Note: If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

11. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

12. The Bid must include the following information;

- a. Enquiry No.
- b. EMD
- c. Promised Delivery/Completion Schedule
- d. Price Schedule in Format For Quoting (Schedule IV - Schedule of Work)
- e. All other documents/certificate/information (GST No, email ID, Contact No) as specified in the bid document.

13. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule I	-	Conditions of Bid
Schedule II	-	General Conditions of Contract
Schedule III	-	Acceptance of all conditions/specifications
Schedule IV	-	Proforma for Performance Statement
Schedule V	-	Schedule of Work / Format for Quoting

14. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

**SENIOR MANAGER (PROJECTS)**

**SCHEDULE I**

**CONDITIONS OF BID**

**1. Definitions**

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **“INVITATION FOR BID”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“BIDDER/TENDERER”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **“PROJECT MANAGEMENT CONSULTANT”** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **“CLIENT”** shall mean Medical Superintendent, Taluk Hospital, Vithura, Thiruvananthapuram.
- e. **‘ENGINEER-IN-CHARGE’**, shall mean the Engineer appointed by the Project Management Consultant to supervise all activities of the project.
- f. **‘CONTRACTOR’**, shall mean the successful bidder whose tender has been accepted by the Project Management Consultant and to whom the order is placed by the Project Management Consultant and shall include his heirs, legal representatives, successors etc.
- g. **‘PERMANENT WORKS’**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- h. **‘SITE’**, shall mean the actual place i.e. **DG near Blood Storage Room at Taluk Hospital, Vithura, Thiruvananthapuram District, Kerala state** where the project is to be executed.
- i. **‘PROJECT’**, shall mean entire work specified in the contract documents inclusive of extra items/ extra quantities (if any) executed during the contract period.
- j. **‘ACCEPTANCE LETTER’**, shall mean written consent by a letter of Project Management Consultant to the bidder intimating him that his tender has been accepted.
- k. **‘CONTRACT’**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the Project Management Consultant and the Contractor.

- l. **'DATE OF CONTRACT'**, shall mean the date on which the successful bidder has accepted the notification of award.
- m. **'CONTRACT PERIOD'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- n. **'COMPLETION CERTIFICATE'**, shall mean the certificate issued by the Project Management Consultant to the Contractor after successful completion of the project.
- o. **'EXTRA ITEMS'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period.

## 2. Bid Information and Period of Validity

2.1 The Bid must include the following information;

- a. Enquiry No.
- b. Earnest Money Deposit as prescribed in the tender
- c. All the details and documents mentioned in the Technical Bid.
- d. Promised Completion Schedule
- e. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- f. All other documents/certificate/information as specified in the bid document.

2.3 The bid is invited for "Construction of Shed for Placing DG Set at Taluk Hospital , Vithura, Thiruvananthapuram" as per the Specification, Terms and Conditions specified in the Bid Documents. The Bidder shall give the rates inclusive of relevant taxes such as GST, duties, other levies, on the appropriate price schedule (Schedule of Work) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.

- a) Bidder must quote for unit price and total price based on the requirement shown in the bid document.
- b) Price should be firm without any escalation on any account till the completion of work.

2.4 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Purchaser.

## 3. Format and Signing of Bid

- 3.1 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
- 3.2 Bids shall be made in English.
- 3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

#### 4. Submission of Bids

##### Sealing and Marking of Bids

- 4.1 The envelopes shall be:
- (a) Addressed to the Project Management Consultant in the following address and
- SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com
- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on \_\_\_\_ (Opening Date)  
\_\_\_\_\_
- 4.2 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Project Management Consultant will assume no responsibility for the bid’s misplacement or premature opening.
- 4.3 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.

##### Deadline for submission of Bids

- 4.4 The bids will be received by the Project Management Consultant in the following address not later than the date and time specified in the Invitation for Bids.
- SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com
- 4.5 In the event of the specified date for submission of Bids being declared a holiday for the Project Management Consultant, the bids will be received up to the appointed time on the next working day.
- 4.6 The Project Management Consultant may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Project Management Consultant and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of Senior Manager (Projects), in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. The Project Management Consultant will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

## **5. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Project Management Consultant in writing, or by fax at the Project Management Consultants mailing address indicated in the Invitation for Bids. The Project Management Consultant will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Project Management Consultant.

## **6. Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of bids, the Project Management Consultant may, for any reason, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them. Amendments will also be uploaded on the website.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Project Management Consultant may, at its discretion, extend the deadline for the submission of bids.

## **7. Bid Opening by Project Management Consultant**

- 7.1 The Project Management Consultant will open bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Project Management Consultant, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names, the presence or absence of the requisite EMD and such other details as the Project Management Consultant, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Project Management Consultant will prepare appropriate bid opening register and bidders present during the opening of the bids and Project Management Consultant shall sign the same.



## 8. Clarification of bids

To assist in the examination, evaluation and comparison of bids, the Project Management Consultant 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 the rate or substance of the bid shall be sought, offered or permitted.

## 9. Inspection of site

**Every bidder/Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches etc. before quoting his rates.** No claim whatsoever should be entertained later on the plea of any difficulties involved in the execution of work, which was or was not foreseen by the Tenderer.

## 10. Preliminary examination

- 10.1 The Project Management Consultant will examine the bids to determine whether they are complete, whether any computational errors, have been made, whether required EMD has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 10.2 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 calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.
- 10.3 Prior to the detailed evaluation, the Project Management Consultant 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 specifications and all the terms and conditions of the bidding documents without material deviation. The Project Management Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 10.4 A bid determined as not substantially responsive will be rejected by the Project Management Consultant and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 10.5 The Project Management Consultant may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.6 The Project Management Consultant's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

**11. Evaluation and comparison of bids.**

- 11.1 The purchaser reserves the right to examine the details given in the technical bid by visiting the office and work place of the bidder and take decision based on the visit.
- 11.2 The purchaser will technically evaluate all bids previously determined to be responsive and open the price bids previously determined to be substantially responsive and technically acceptable with intimation.

**12. Post – qualification**

- 12.1 Notwithstanding the qualification requirements given in this document, the Project Management Consultant will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 12.2 The determination will take into account the Bidder's financial, technical and execution capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Project Management Consultant deems necessary and appropriate.
- 12.3 The Project Management Consultant reserves the right to negotiate with the lowest evaluated responsive bidder.
- 12.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Project Management Consultant will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**13. Award Criteria**

The Project Management Consultant will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

**14. Notification of Award**

- 14.1 Prior to the expiration of the period of bid validity, the Project Management Consultant will notify the successful Bidder in writing by or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Work order.
- 14.2 The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.

**15. Security Deposit**

- 15.1 On receipt of notification of award from the Project Management Consultant, Simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a nationalized bank, for an amount equal to **5% of the total contract value** as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment/works by the Purchaser/Owner and will be released after acceptance of the Equipment/works by the Purchaser/Owner. In case of a delay in the works the validity of security deposit shall be extended.
- 15.2 Within 10 days of the receipt of notification of award from the Purchaser/Owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.
- 15.3 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.
- 15.4 In the case of works contract the security deposit amount is to be deposited by way of DD / BG. Alternatively the Security Deposit amount can be recovered from the Contractor's running bills for works of order value below Rs. 5 lakhs with the approval of competent authority.
- 15.5 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the Purchaser/Owner may make the award to the next lowest evaluated bidder or call for new bids.
- 15.6 Forfeiture Of Security Deposit
- If the successful bidder/ Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

**16. Earnest Money**

- 16.1 Each bid must be accompanied by E.M.D.
- 16.2 The EMD is required to protect the Project Management Consultant against risk of Bidder's conduct, which would warrant the security's forfeiture
- a. The EMD shall be in the form of Demand Draft from Scheduled bank drawn in favor of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram.
  - b. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
  - c. In the case of successful bidder, the Earnest Money will be returned after accepting the order and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.
- 16.3 The EMD may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or
  - (b) In case of the successful Bidder, if the Bidder fails:
    - (i) To furnish the Order acceptance copy
    - (ii) To furnish security deposit.

## **SCHEDULE II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 PROJECT INFORMATION**

##### **1.1 General:**

The detailed information of the project given below is as per our present requirement. However, it is not binding on the Project Management Consultant in any way and shall not govern the scope of works.

##### **1.2 Location of Site:**

The project site is located at **Taluk Hospital, Vithura, Thiruvananthapuram District, Kerala state.**

##### **1.3 Price**

Price quoted should be firm without any escalation till the Contract is completely executed and should be for the item/work shown under **SCHEDULE OF WORK.**

The rates quoted must be firm and include the cost of transportation of material to the site, all taxes such as GST etc. and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever.

It should be clearly understood that any claims for extra Tax, Excise duty, Construction tax or any additional tax etc. shall not be entertained in any case whatsoever once tenders are opened

##### **1.4 Site Facilities:**

The contractor has to remove all left over, excess, scrap material from the site and restore the site to fully clean condition as and when required. In case he fails to do so, the Project Management Consultant reserve the right to remove such materials from the site and expenses incurred in this case shall be deducted from the payments due to the contractor. However, no claim for any loss of material in this case shall be acceptable.

### **2 COMMITMENT OF CONTRACTOR**

#### **2.1 Interpretation of Contract documents:**

2.1.1. All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the Project Management Consultant. The decision of the Project Management Consultant shall be final and binding. The contractor shall execute the work accordingly.

- 2.1.2 The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.
- 2.1.3. The contractor shall visit the project site so as to study the site conditions, means of access to the site and other factors governing the works.
- 2.1.4. There may be change in layout of site as per technical requirements and the tenderer shall not be entitled for any claim due to such changes & should carry out such changes.

## **2.2 Period of Completion**

Time is the essence of the contract. Time of completion allowed is **21 Days** from the date of acceptance of **Letter Of Intent/Work Order**.

## **2.3 Time Schedule:**

The successful tenderer shall submit the time schedule in the form of charts before commencing the work and shall execute the work strictly as per the schedule submitted by him and approved by the Project Management Consultant on turnkey basis.

## **2.4 Default of Contractor:**

If the contractor fails to maintain progress and quality of work proportionate to time period allotted for the work in spite of notices or complete the work within the stipulated time period or extended time period, then the Project Management Consultant shall have the right:

- i) To determine the contract: In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labours engaged by the Project Management Consultant or through other agency at the cost of the Contractor.
- ii) Without determining the contract: In this event, the remaining works shall be got executed through a fresh contractor in which case the Contractor shall not have any objection or claim on this account.
- iii) Before determining the contract: In this event, if the Project Management Consultant finds that the defaults of the Contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects /defaults in the specified time.
- iv) Termination of contract for death: If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the Contractor is a Attorney of partnership firm and dies, then the Project Management Consultant has the right to terminate the contract unless and until the Project Management Consultant is satisfied that the surviving partners are capable of executing and completing the remaining

contract. In case of termination of contract, the legal representatives of the deceased Contractor are not entitled for any compensation or claim. Also, the Project Management Consultant shall not levy any penalty against the damage caused by incomplete work.

- v) Termination of Contractor in part or in full for Contractors default: If the Contractor fails to execute the work in the manner described in the contract documents or if he at any time, in the opinion of the Project Management Consultant:
- a) Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
  - b) Stops the execution of works without giving prior information to the Project Management Consultant.
  - c) Fails to carry out the works to the satisfaction of the Project Management Consultant both with respect to qualities and time schedule.
  - d) Fails to supply sufficient or suitable construction plant, materials and labours etc.
  - e) Commits breach of any of the provisions of the contract.
  - f) Abandons the work.
  - g) becomes bankrupt during the continuance of the work.

Whenever the Project Management Consultant shall exercise his authority to cancel the contract under the above condition, the Project Management Consultant shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackles, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The Project Management Consultant shall also be at liberty to use materials, tackles, machinery and other stores on the site of contractor as they think proper in completing the work and the Contractor will be allowed the necessary credit. The value of materials and stores and amount of credit to be allowed for tackles and machinery belonging to Contractor and used by Project Management Consultant in completing the work shall be assessed by the Project Management Consultant and amount assessed shall be final and binding on the Contractor. In case Project Management Consultant completes or decides to complete the work under the provisions of this condition, the cost of completion to be taken into account in determining the excess cost to be charged to the Contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labour provided or required to be provided.

### **2.5 Variation in scope of works:**

- a) Variation in quantity:

The Project Management Consultant has the right to increase or decrease the quantity of work or delete/add certain items of work. However such changes shall not entitle the contractor for any compensation, claim regarding the change in scope of work.

- b) Variation in drawings and specifications:

- i) The variation in scope may be by way of changes in drawings regarding dimensions but specification remaining the same. In such a case the contractor shall not be entitled for any claim due to change.
- ii) In case of change of specification it shall be worked out as given in Clause 3.8

**2.6 Staff and Workers:**

The contractor shall depute qualified engineers for execution of the project. The technical staff employed by the contractor shall be responsible for the quality and workmanship of the work as per the satisfaction of the Project Management Consultant. The Contractor's supervisory staff should follow the instructions given by the Project Management Consultant or his authorised representative. If any of the Contractor's staff members is incapable or in-experienced, in the opinion of the Project Management Consultant, then he should be removed immediately and the contractor should do suitable substitution. Technical staff employed should be degree holder from a government-recognized institution or equivalent with at least 3 years practical experience of work in addition to Diploma holder and other experienced supervisory staff.

If the workers or the supervising staff of the contractor are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the contractor would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the contractor.

**2.7 Subletting of contract:**

No subletting of contract is permitted. Specialized work agency contracts may be permitted with prior permission.

**2.8 Co-operation with other agencies at site:**

The Contractor or his authorised representatives must work in close co-operation with the agencies executing other works forming the part of the project and also with the representatives of the Project Management Consultant for the execution of works which are not included in the contract. Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen etc.

The Contractor's quoted amount/rate shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

**2..9 Contractor should keep his working site clean and the materials brought for work shall be kept in a properly stacked / stored way.**

The work site should be swept at the end of each working day after removal of debris/ left over materials. The Contractor has to take full care so as not to spoil or damage other Contractor's/ Project Management Consultant's job / material.



**2.10 Safety of adjoining properties:**

The Contractor or his authorized representatives should conduct all the operations necessary for the execution of works in such a manner that no inconvenience / damages are caused to the properties of other persons & Project Management Consultant.

**2.11 Settlement of dispute:**

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Trivandrum alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

**2.12 Escalation:**

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

**2.13 Insurance:**

The Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Project Management Consultant as under:

**i) Insurance of works:**

The Contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Project Management Consultant. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

**ii) Insurance of employees:**

The Contractor shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948. The Contractor shall agree to fulfill the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the contractor's, sub-contractor's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The Project Management Consultant shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid by him.

**iii) Workmen's Compensation:**

Insurance shall be affected for all the Contractor's employees engaged for this contract. The Contractor shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Project Management Consultant.

**iv) Transit Insurance:**

The cost of transit insurance relating to the items to be transported by the contractor to the site of work shall be borne by the contractor and the quoted price shall be inclusive of this cost.

**v) Loss or damage and Indemnity Agreement:**

The contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of Project Management Consultant used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The contractor shall indemnify and hold the Project Management Consultant and the Engineer harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

**vi) Third party insurance:**

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Project Management Consultant, or to any person, including any representative of the Project Management Consultant, by or arising out of the execution of works or in the work being carried out by the Project Management Consultant, by or arising out of the provision of clause 2.14.v here of. Such insurance shall be affected with an insurer and in terms approved by the Project Management Consultant and for at least the amount stated in the Appendix of the Tender.

vii) The Contractor shall take **Contractor's All Risks Insurance (CAR)** policy, jointly in the name of HLL LIFECARE LIMITED and the Contractor and the insurance should be valid till the satisfactory completion of the work. The copy of the policy shall be deposited with HLL before commencing the work.

**Note:** The Contractor's payment shall be clear only after his compliance of all insurance formalities as given above. He shall have to deposit the photocopies of the various policies and payment receipts with the Project Management Consultant's site engineer for this purpose.

## 2.14 Indemnification Clause

The Bidder shall indemnify and hold harmless the Project Management Consultant/Purchaser from and against the below mentioned:

- i. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/leviable on the Contractor or the Contractor committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statue or Laws for the time being in force
- ii. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Contractor/s, if any, servants or agents of the Bidder.
- iii. Claims, if any, of the employee or the Contractor and its Sub Contractor/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
- iv. Any non - compliance or improper compliance of statues, rules and regulations which are applicable to HLL and also to the Contractor and to the employees , in respect of (a) Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, © Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act,1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.
- v. Any Act or omission by us or our Sub-contractor/s, if any, our /their servants or agents which may involve any loss, damages, liability, civil or criminal action.
- vi. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

## 2.15 Force Majeure

- a. Neither the Contractor nor the Purchaser/Project Management Consultant shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/Project Management Consultant initially by a Fax, followed by post, the beginning and end of any of the above causes of delay,

failing which Purchaser/Project Management Consultant shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Project Management Consultant and no acceptance of the same has been given and detailed order issued.

- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Project Management Consultant shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

### **3.0 EXECUTION OF WORK**

#### **3.1 General:**

All the works shall be executed in accordance with the detailed drawings, specifications and instructions given by the Project Management Consultant or mentioned in the contract document.

#### **3.2 Drawings:**

The drawings given in the tender document are as per our present requirement and are meant for the purpose of giving idea of the type and quantum of work to be executed.

All working drawings shall be marked "Released for Execution" and duly signed and approved by the Project Management Consultant. All the old drawings shall be discarded and marked with "Superseded by Drg. No....."

If during the execution of the work, any discrepancy occurs in the drawings or between the drawings and specification then the same should be clarified from the Project Management Consultant prior to the execution of work. The decision given by the Project Management Consultant would be final.

#### **3.3 Inspection of works:**

- i) The Project Management Consultant shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The Contractor should present himself or his authorised representative during the inspection so that the Project Management Consultant can convey the instruction regarding the works.
- ii) The Contractor shall give information to the Engineer in charge before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.
- iii) If the contractor fails to get the work inspected before covering it up, then the Project Management Consultant has full authority to get the work uncovered at the expense of the Contractor and if any fault is found then the same should be rectified by the Contractor without claiming any extra payment.

**3.4 Inadequate/substandard works and materials:**

- i) If any material brought by the Contractor is found unsuitable or of sub-standard quality after testing, then the Contractor shall remove those faulty materials immediately from the site as per the instructions of the Project Management Consultant.
- ii) If any work executed by the Contractor is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the Contractor without claiming any extra payment or extension in time period.

**3.5 Default of Contractor in compliance:**

If the contractor or his authorised representative fails to follow the instructions given by the Project Management Consultant regarding any of the works, then the same shall be got executed by other persons employed by the Project Management Consultant and the expenses incurred shall be borne by the Contractor.

**3.6 Discrepancies between instructions:**

If any discrepancy occurs between the various instructions conveyed to Contractor or his authorised representative or if any misunderstanding arises between the Contractor's staff and Project Management Consultant's staff, the contractor shall report the matter immediately to the Project Management Consultant. The decisions of Project Management Consultant shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

**3.7 Power to make alterations**

The Project Management Consultant shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Project Management Consultant or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

Such alterations, omissions, additions, substitutions shall not invalidate the contract. Any altered additional or substituted work which the contractor may be required to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main works was agreed to be done and at the rates derived according to clause 3.8.

**3.8 Change in specifications and valuation of extra items:**

Extra items may be classified as additional, substituted, or altered items, depending on their relation or otherwise to the original item or items of work.

Rates for authorities extra items, additional, altered or substituted work as may be ordered shall be determined by the "Project Management Consultant" as follows:

- a. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
- b. In the case of all extra items whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the estimated rate shall be applied in deriving the rates for such items.
- c. In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provision of standard data Book and schedule of rates 2016 of CPWD by adding profit of 15% and applying the contractor's quoted percentage above or below.
- d. In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from similar items in the contract, and only partly from the CPWD rates, the rates for such part of parts of items as are not covered in the schedule of rates shall be determined by the Project Management Consultant on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the Contractor with supporting documents, including contractor's profit. This shall be added on to the C.P.W.D rate revised (latest) (including contractor's profit). For the other part of the items the rates can be derived from the recent schedule of rates of C.P.W.D.
- e. In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Project Management Consultant the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the Project Management Consultant shall within one month thereafter, determine the rate on the basis or the market rate giving due consideration to the rate claimed by the contractor.
- f. The quantities indicated are approximate. On award of work and approval of the scheme, the contractor has to work out the actual quantities of each item of work and intimate to the Project Management Consultant. No increase in cost shall be given for any additional quantities of any item given in the tender.

**3.9 Work not specified in the specification:**

If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specifications, and if the work is not covered by IS specifications also, then it should be executed as per standard engineering practice, subject to the recommendation and approval of the Project Management Consultant.

**3.10 Testing:**

The Contractor shall agree for testing works as mentioned in the specifications of various items of works involved in the project.

- i) If the various tests prescribed in the specifications at specified intervals for ascertaining the quality of the work done prove unsatisfactory, the Project Management Consultant shall have the authority to instruct the Contractor to re-execute the work done or make alterations as per the orders of the Project Management Consultant.
- ii) The Contractor shall furnish to the Project Management Consultant, for approval adequate samples of all materials to be used in the works free of cost. Such samples shall be submitted before the work is commenced, giving ample time to ascertain ISI approval/markings.

All materials furnished in actual works shall be of the same quality of that of approved samples.

- iii) The testing of various equipments to be used in works shall be tested in standard laboratories as directed by the Project Management Consultant and the expenses incurred shall be borne by the Contractor.

**3.11 Progress Report:**

During execution of the contract, the contractor shall furnish weekly progress reports to the Project Management Consultant and in the format as specified by the Project Management Consultant indicating the progress achieved during the week and the total progress up to the week as against scheduled and anticipated completion dates in respect of key phases of the work. The Contractor shall also furnish any other information in order to ascertain progress, if called for by the Project Management Consultant.

**3.12 Liabilities for defects and rectifications:**

If it shall appear to the Project Management Consultant that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Project Management Consultant or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the Project Management Consultant or his demand aforesaid, the Project Management Consultant may on expiry of notice period rectify or remove, re-execute the work at the risk of Contractor and the cost shall be recovered from the Contractor. The decision of the Project Management Consultant as to any question arising under this clause shall be final and conclusive.

**3.13 Defect liability Period:**

The liability period of the work shall be 12 months from the date of completion of the work as certified by the Project Management Consultant and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at

his own expense to the satisfaction of the Project Management Consultant .If the contractor fails to do so, then the Project Management Consultant shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the contractor.

**3.14 Suspension of work:**

The Contractor shall suspend the progress of work, on receipt of the written order from the Project Management Consultant for any of the following reasons:

- i) On account of any default on the part of the Contractor. In this case the contractor shall be entitled for the extension of time, but the contractor shall have no claim for payment of compensation for re-execution of faulty works.
- ii) For execution of the works for reasons other than the default of the contractor.
- iii) For safety of the works.

**In case of suspension of work:**

- a) The contractor shall during such suspension, properly protect and secure the works and carry out the instructions of the Project Management Consultant.
- b) If the suspension is ordered for the reasons 3.13 as stated above, the Contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.

**3.15 Possession prior to completion:**

The Project Management Consultant shall have authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of works then the adjustment in the time of completion shall be done accordingly. The decision of the Project Management Consultant regarding the extent of delay shall be final and binding.

**3.16 Care of Works:**

From the commencement to the completion of works, the Contractor shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the contractor shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the Project Management Consultant.



### **3.17 Delay in Work Execution Due To Reasons beyond Contractor's Control**

- a. Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Project Management Consultant as per the affected period may extend the time period.
- c. In case work is delayed due to non-availability of stores supplied by Project Management Consultant or any decision by Project Management Consultant holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the Project Management Consultant, but nevertheless use constantly his best effort to prevent or make good delay. The Project Management Consultant may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

### **3.18 Liquidated Damages for Delays**

Time is the essence of the contract. If the contractor fails to complete the work and clear the site on or before the dates fixed for completion, he shall without prejudice be liable to pay liquidation damage (LD) i.e. 0.5 % of the contract value for every week that the whole or the part of work remains incomplete. For the purpose of this condition, the contract value shall be total value of quantities of items in the contract at contract rates plus algebraic sum of the subsequent work ordered. However, the total amount of LD to be paid under this condition shall not exceed 7.5% percent of the contract value.

## **4.0 CERTIFICATE AND PAYMENT**

### **4.1 Schedule of Rates:**

- i) The payments to be made to the contractor for various items of works shall be as per the finalised rates in tender document and the rates of extra items finalised from time to time.
- ii) The rates finalised in the tender document shall remain firm till the completion of the work including extension of time, if any.
- iii) After the completion of work, the Contractor will have to submit the clearance certificate for all statutory payments like royalties, Octroi etc.

### **4.2 Measurement:**

Joint measurements of the various items of the work shall be taken by the Contractor's authorised representative in presence of the Project Management Consultant's and authorized representative from time to time for maintaining the records and preparing the bills. If the contractor fails to send his representative then the measurements taken by the Project Management Consultant's and shall be final and no claim shall be entertained in this regard.

**4.3 Mode of Measurement:**

All measurements shall be in the metric system and in accordance with Indian Standard Specifications and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the Project Management Consultant immediately. The decision given by the Project Management Consultant shall be final and binding on the contractor. In case of mode of measurement of any item is not specified; then I.S.I. mode of measurement (as applicable during contract period) shall be followed.

**4.4 Mobilization Advance:**

No mobilization advance shall be paid.

**4.5 Lump sums in Tender:**

Lump sum items considered only where specified.

**4.6 Running Account Payments to be regarded as advances:**

All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the Project Management Consultant under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the Project Management Consultant's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the Contractor. The payment of final bill shall be done within three months after the submission of the final bill by the contractor, to the including period of one month of clause no.4.8 (c) billing and terms of payment.

**4.7 Payment of Contractor's Bills:**

- a. The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheques. In no case, will the Project Management Consultant be responsible if the cheque is misled or mis-appropriated by the contractor or his representatives. The cheque shall be released only against submission of duly signed and revenue stamped receipt.
- b. The Project Management Consultant reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. The Project Management Consultant further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.
- c. Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.

**4.8 Billing and terms of payment:**

a) The payment shall be made as under:-

The contractor can submit One running account bills during the work period and payment made as below:

- I. 80% of the bill value will be paid on running account bill submitted by the contractor.
- II. Balance 20% will be paid along with the final bill only after issue of Work Completion certificate by Engineer In Charge/Officer In Charge of HLL Lifecare Ltd (Project Management Consultant) and Officer In charge of Renovation Works in Taluk Hospital at Vithura, Thiruvananthapuram (Client).

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

- b) The running account bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by HLL Engineer in charge and the Contractor's representative.
- c) Retention Amount: Retention Money at the rate of 5% of the value of work done for each running bill will be deducted. The retention money shall be returned at the expiration of defect liability period of 12 months.
- d) The amount deposited as Security Deposit shall be released only after issuance of provisional completion certificate by the Project Management Consultant.
- e) Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

**5. Provisional Completion Certificate:**

When the Contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Project Management Consultant shall issue to the Contractor the provisional completion certificate after verifying from the completion documents submitted by the Project Management Consultant and satisfying himself that the work has been completed in accordance with the construction drawings and the contract document. The Contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the Project Management Consultant until all the temporary works, labour hutments etc. are removed and the work site cleared to the satisfaction of the Project Management Consultant.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the Project Management Consultant may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose off the same and the contractor shall pay the amount of all expenses incurred.

## **6.0 LABOUR LAWS AND SAFETY REGULATIONS**

### **6.1 Labour Laws:**

- i) Laborers below the age of 18 years shall not be employed on the work.
- ii) The contractor shall not pay less than what is specified by the law to laborers engaged by him on the work.
- iii) The contractor shall, at his own expenses, comply with all labour laws and the Project Management Consultant shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labour laws.
- iv) If the contractor is covered under the Contract Labour (Regulation & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the Office of Labour Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.
- v) The contractor shall furnish to the Project Management Consultant, the details of the workers employed on the works.
- vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- vii) The Project Management Consultant /authorized engineer shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, or if deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.

### **6.2 Minor Accident on Duty:**

For cases of minor accident on duty not covered under compensation by insurance, the contractor shall have to compensate the affected person by reimbursing these medical expenses against submission of actual expenditure document. The absence from duty, if takes place due to such accident, shall be considered as special leave and full payment shall have to be made for duration of such absence.

### **6.3 Provident Fund:**

It shall be solely the Contractor's responsibility to complete all provident fund formalities as per statutory regulations.

## **7.0 SAFETY CODE**

### **7.1 Safety and Protection:**

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;

- i) Safety of personnel engaged in the construction.
- ii) Protection and safety of works and materials during their progress.
- iii) Sanitary and hygienic conditions of working and living for his workers, as required by the Project Management Consultant.

### **7.2 Use of Safety Gadgets:**

The Contractor shall have to ensure availability and use of all desire safety gadgets like safety belts, helmets, goggles, hand gloves etc.

### **7.3 Unsafe working condition:**

If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the contractor may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

### **7.4 First Aid:**

The contractor shall provide first aid facilities for his employees and those of his sub-contractors. The requisite first aid box and medicines should always be available at work site.

### **7.5 Contractor's Barricades:**

The contractor shall erect and maintain barricades required in connection with his operations to guard or protect:-

- i) Excavations
- ii) Hoisting Areas
- iii) Areas adjudged hazardous by the Contractor's or Project Management Consultants representatives.
- iv) Charged electrical panels.
- v) Client's existing property liable to get damaged by contractor's operation.

### **7.6 Preservation of peace:**

The contractor shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

## 8.0 DETAILS OF WORK EXECUTION

- i) The work shall be done in such a manner so as to clear work front availability for other agencies working at site.
- ii) Finish of work shall be as per drawings & details given by Project Management Consultant.
- iii) In general the complete work is to be done as per Indian Standard and esthetical norms as specified and detailed in Tender.

## 9.0 CONTRACTOR'S SCOPE OF SUPPLY

All materials required for executing the jobs specified in the Schedule of Items, inclusive of all tools, tackles, scaffolding, consumables & testing equipments shall be procured and supplied by the contractor at his own cost except for any items specified as Project Management Consultant supplied.

## 10.0 RECOVERY FROM THE CONTRACTOR

- i) If the contractor or his employees damage or destroy the property of the Project Management Consultant, then the same shall be replaced/ refunded by the contractor; otherwise the expenses may be recovered from his bill or security deposit.
- ii) All compensation & recoveries to be made as per terms of the contract shall be deducted from the contractor's bill or security deposit.
- iii) Forfeiture of Security Deposit: Whenever any claim against the contractor is to be recovered then the same may be made from the security deposit. If the contractor abandons the work or leaves the work in complete, then the Project Management Consultant/has the right to forfeit the security deposit.

## 11.0 SPECIAL INSTRUCTIONS

1. **The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
2. All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
3. Bids shall be made in English. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.
4. The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offers with deviation or request for deviation are liable to be rejected.
5. To assist in the examination, evaluation and comparison of bids, the Project Management Consultant 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 the rate or substance of the bid shall be sought, offered or permitted.

6. 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 calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.
7. Prior to the detailed evaluation, the Project Management Consultant 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 specifications and all the terms and conditions of the bidding documents without material deviation. The Project Management Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
8. The Project Management Consultant's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.
9. The Project Management Consultant reserves the right to negotiate with the lowest evaluated responsive bidder.
10. Project Management Consultant shall pay all statutory fee for the above works. All other cost shall be included in the offer.
11. The Project Management Consultant will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.
12. Prior to the expiration of the period of bid validity, the Project Management Consultant will notify the successful Bidder in writing by or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Work order.
13. The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.
14. The contractor has to prepare a time schedule for the complete work in detail and submit to Project Management Consultant in triplicate within 10 days from the day of Work Order/ Letter Of Intent.
15. The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the Project Management Consultant shall be kept informed of the said compliances with by-laws, payment made, notices issued and received

16. The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.
17. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
18. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
19. All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
20. All materials to be used in execution of project shall be of first class quality, recommended make; I.S.I. marked and shall be approved by Project Management Consultant before its application.
21. The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of Client's Building/Property. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
22. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Project Management Consultant before completely executing the work.
23. The Purchaser/Project Management Consultant should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
24. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Project Management Consultant. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Project Management Consultant reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
25. The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
26. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
27. The Contractor shall have to co-operate with the agencies executing other works in the same area.
28. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Project Management Consultant so as to avoid theft etc.



29. Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactory completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment,/any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

30. The Quantity shown in the schedule is an approximate estimated quantity. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
31. Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.
32. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
33. The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all statutory fees and other charges and the giving and receiving of all necessary notices and the Project Management Consultant shall be kept informed of the said compliances with by-laws, payment made, notices issued and received. All statutory payments shall be made by the Contractor and the same will be reimbursed by HLL on producing original challans/receipts.
34. Electrical  
The work shall be carried out by a contractor holding valid licence issued by the State Government/Competent Authority for carrying out installation work of all voltage classes involved, under direct supervision of the persons holding valid certificates issued or recognized by the state government/competent authority.
35. Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

## **12. CORRESPONDENCE**

All correspondence relating to this Order shall be in English, to:

**SENIOR MANAGER (PROJECTS),**  
PROJECTS DIVISION,  
HLL LIFECARE LIMITED (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: choprojects@lifecarehll.com, harikrishnankp@lifecarehll.com

## **13. SETTLEMENT OF DISPUTES**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

**SCHEDULE III**  
**ACCEPTANCE FORM**

*(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)*

From

To

**SENIOR MANAGER (PROJECTS),**  
PROJECTS DIVISION,  
HLL LIFECARE LIMITED (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: choprojects@lifecarehll.com, harikrishnankp@lifecarehll.com

Dear Sir,

I / We, hereby offer to supply/construct/erect/install/commission the work as detailed in schedules/drawings hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till 90 days after the date of bid opening prescribed by the purchaser/Owner. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document/drawings hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

**SIGNATURE OF THE BIDDER**

**SCHEDULE IV**

**PROFORMA FOR PERFORMANCE STATEMENT**

Proforma for Performance Statement (for a period of last 1 year)

A. Name of Contractor/Firm/Company:

- 1. Postal address :
  
- 2. Telephone No. :

  - FAX :

- 3. E-Mail :
- 4. PAN No :
- 5. GST No :

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 .....

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**SCHEDULE V**

**SCHEDULE OF WORK**

<b>SCHEDULE V</b>					
<b>SCHEDULE OF WORK</b>					
<b>Sub:</b>	<b>Construction of Shed for Placing DG Set at Taluk Hospital , Vithura, Thiruvananthapuram</b>				
<b>Item no.</b>	<b>Specification</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount in Rs</b>
	<b>DG Shed works</b>				
1	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared.	Sqm	10.00		
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	Cum	3.00		
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m	Cum	2.70		
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size).	Cum	1.00		
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	Cum	1.00		
6	Steel work in built up tubular ( round, square or rectangular hollow tubesetc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	Kg	124.00		
7	Structural steel work of factory made MS Holding down foundation bolts including nuts and washer plates of any dia including necessary threading and machining	Kg	10.00		
8	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ .05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel rade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	10.00		

**SCHEDULE OF WORK**

<b>Sub: Construction of Shed for Placing DG Set at Taluk Hospital , Vithura, Thiruvananthapuram</b>					
<b>Item no.</b>	<b>Specification</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount in Rs</b>
9	Providing and fixing pre-coated galvanised steel sheet roofing accessories 0.50 mm (+ 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :Gutter .(600 mm over all girth)	Metre	3.00		
10	Providing, fixing and testing UPVC soil waste and vent pipes UV stabilize and conforming to IS: 13592 - Type-B including all fittings conforming to IS:14735 such as W.C. connector, bends, junctions, inspection doors, offsets, vent cowls, access pieces/plugs, cleanoutplugs etc. clamps/ structural steel supports as required/directed at site, jointing with rubber ring and rubber lubricant including laying in trenches filling with gravel on all sides earth etc , cutting holes in walls and making good the same : 75mm outer Dia	Metre	10.00		
11	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in : Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	2.00		
12	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.Cement mortar 1:4 (1 cement :4 coarse sand)	Sqm	7.00		
13	12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand)	Sqm	10.00		
14	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : Water thinnable cement primer	Sqm	10.00		
15	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade : Two or more coats	Sqm	10.00		
16	Providing and fixing hard drawn steel wire fabric of size 75 x25 mm mesh or other suitable size wire mesh to be fixed & firmly anchored to the concrete / masonry surface by means of "L" shaped mild steel shear key welded with existing reinforcement / steel sections including painting, the cost of materials, labour, tool & plants as approved by engineer-in-charge.	Sqm	19.00		
17	Cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement.12 mm cement plaster	sqm	8.00		
	<b>Total Amount</b>			<b>Rs</b>	
	<b>GST @ 18%</b>			<b>Rs</b>	
	<b>GRAND TOTAL (Including GST @ 18%)</b>			<b>Rs</b>	
	<b>Grand Total in words Rupees.....</b> ..... .....				
I AGREE TO EXECUTE THE WORKS AS PER THE RATES QUOTED ABOVE					
<b>Signature of Contractor</b>					