

HLL LIFECARE LIMITED
(A Government of India Enterprise)

E-TENDER
FOR

PROVIDING HIGH TENSILE GALVALUME / ZINCALUME
STEEL METAL SHEET IN SPACE THEATRE FOR SCIENCE
CITY, KOTTAYAM
(Re-Tender)

Tender No. HLL/ID/KSSTM/SS/RE/23-24_1
(e-tender ID: 2023_HITES_581662_1)



HLL Lifecare Limited
Infrastructure Development Division
Golden Jubilee Block, HLL Bhavan,
Poojappura P.O
Thiruvananthapuram
PH: 0471 - 2775500

VOLUME - I
NOTICE INVTING TENDER

HLL LIFECARE LTD
NOTICE INVITING E-TENDER

Tender No. HLL/ID/KSSTM/SS/RE/23-24_1

Dated: 14.06.2023

HLL Lifecare Ltd (HLL) on behalf of Kerala State Science & Technology Museum (KSSTM) Kottayam, Government of Kerala invites bids from eligible contractors/firms for the following work:

Name and Description of work	Estimated cost Excluding GST (Rs.)	Completion period of Work	Last date & time to submit the e-tender
Providing High Tensile Galvalume / Zinalume Steel Metal Sheet in Space Theatre for Science City, Kottayam	1,37,64,699/-	03months	22.06.2023 at 3.00 pm

For submission & other tender details, please refer detailed NIT on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com.

HLL/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Deputy General Manager (ID)
HITES

HLL LIFECARE LTD
NOTICE INVITING E-TENDER

Tender No. HLL/ID/KSSTM/SS/RE/23-24_1

Dated: 14/06/2023

HLL Lifecare Ltd (HLL) on behalf of Kerala State Science & Technology Museum (KSSTM) Kottayam, Government of Kerala invites bids from eligible contractors/firms for the following work:

Name and Description of work	Estimated cost Excluding GST (Rs.)	Completion period of Work	Tender document fee / e-tender processing fee	Last date & time to submit the e-tender	Bid Security amount (Rs.)
Providing High Tensile Galvalume / Zinalume Steel Metal Sheet in Space Theatre for Science City, Kottayam	1,37,64,699/-	03months	Rs.5,900/- (inclusive of GST)	22.06.2023 at 3.00 pm	Rs.50,000/-

All bidders shall pay e-tender processing fee and EMD online.

For submission & other tender details, please refer detailed NIT on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com and Central Public Procurement Portal.

HLL/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com and Central Public Procurement Portal as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Note: e-tenders for this work will be processed by HITES (a fully owned subsidiary of HLL), who will undertake the execution of work.

1. The intending bidder must read the terms and conditions of Notice Inviting Bids and the Bid documents carefully. They should only submit the bid if they consider themselves eligible and they are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from e-tender

portal www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com and Central Public Procurement Portal

4. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**).
 - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
5. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
6. The Client/HLL reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
7. **TENDER FEE (NON-REFUNDABLE):** The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). However the bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
8. **EMD:** Bidders shall remit the Bid Security /EMD using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website.
9. The complete set of Tender Documents shall be made available, as per above schedule, on the above mentioned websites.
10. HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
11. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.

12. General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders

have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

A). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.**
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. **No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.**
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid, on the date and time mentioned in critical date's section.

B). Documents Comprising Bid:

- i. The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents which has to be uploaded in the e tender portal:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

C). Tender Document Fees/e-tender processing fee and Earnest Money Deposit (EMD)

The Bidder shall pay, Tender Document Fees /e-tender processing fee of Rs.5,900/- (inclusive of GST) and Earnest Money Deposit of Rs.50,000/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The e-tender processing fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

A) Internet Banking Options (Retail)			
1	Axis Bank	32	Lakshmi Vilas Bank
2	Andhra Bank	33	Mehsana Urban Co-op Bank
3	Bandan Bank	34	NKGSB Co-operative Bank
4	Bank of Bahrain and Kuwait	35	Oriental Bank of Commerce
5	Bank of Baroda	36	Punjab and Maharashtra Cooperative Bank
6	Bank of India	37	Punjab National Bank
7	Bank of Maharashtra	38	Punjab and Sind Bank
8	Bassein Catholic Co-operative Bank	39	RBL Bank
9	BNP Paribas	40	Saraswat Cooperative Bank
10	Canara Bank	41	ShamraoVithal Cooperative Bank
11	Catholic Syrian Bank	42	South Indian Bank
12	Central Bank of India	43	Standard Chartered Bank
13	City Union Bank	44	State Bank of India
14	Corporation Bank	45	Syndicate Bank
15	Cosmos Bank	46	Tamilnadu Mercantile Bank
16	DCB Bank	47	Tamilnadu Cooperative Bank
17	Dena Bank	48	The KalyanJanataSahakari Bank
18	Deutsche Bank	49	TJSB Bank (Erstwhile Thane JanataSahakari Bank)
19	Dhanalaxmi Bank	50	UCO Bank
20	Federal Bank	51	Union Bank of India
21	HDFC Bank	52	United Bank of India
22	ICICI Bank	53	Vijaya Bank
23	IDBI Bank	54	YES Bank
24	Indian Bank		
25	Indian Overseas Bank		

26	IndusInd Bank		
27	Jammu & Kashmir Bank		
28	JanataSahakari Bank		
29	Karnataka Bank		
30	KarurVysya Bank		
31	Kotak Mahindra Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	KarurVysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.

* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

D). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Deputy General Manager (ID)
HITES

DISCLAIMER

This document has been prepared by M/s HLL Lifecare Ltd. (HLL) on behalf of Kerala State Science & Technology Museum (KSSTM) Kottayam, Govt. of Kerala as Project Management Consultant. The project is funded by Govt. of Kerala. The information is provided to prospective Bidders, who are interested to Bid for the work of Providing High Tensile Galvalume / Zincalume Steel Metal Sheet in Space Theatre for Science City, Kottayam (Re-tender).

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and is believed to be complete and accurate, neither any of the authorities/agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, HLL does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

HLL reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

e-tenders for this work will be processed by HITES (*a fully owned subsidiary of HLL*), who will undertake the execution of work.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents downloaded from the website by the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Client”** means Kerala State Science & Technology Museum (KSSTM) Kottayam, Government of Kerala
7. **“Consultant”** means HLL Lifecare Ltd or their representative
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the Client / Consultant.
9. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client / Consultant.
10. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” i.e. from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later.
11. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the Client or his authorized representative/ Engineer-in-charge of Consultant that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
12. **“Engineer in Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by Consultant / Client.

13. **“Evaluation Committee”** shall mean the committee constituted by Consultant for the evaluation of the bids.
14. **“Letter of Acceptance”** shall mean the letter issued by the Consultant to the Successful Tenderer inviting him to sign the Contract Agreement.
15. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
16. **“E-tender Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
17. **“Project / Work”** shall mean Providing High Tensile Galvalume / Zinalume Steel Metal Sheet in Space Theatre for Science City, Kottayam
18. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
19. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
20. **“Similar Works”** as defined in eligibility criteria.
21. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
22. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**

SECTION I
NOTICE INVITING BIDS

1. HLL Lifecare Ltd (HLL) on behalf of Kerala State Science & Technology Museum (KSSTM) Kottayam, Government of Kerala invites bids from eligible contractors/firms as per eligibility criteria laid down, for the work of 'Providing High Tensile Galvalume / Zincalume Steel Metal Sheet in Space Theatre for Science City, Kottayam

1.1 The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier / e-mail. The NIT and other details are also available on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com.

1.2 TABLE – I

Sl. No.	Description	Details
1	Tender no.	HLL/ID/KSSTM/SS/RE/23-24_1 dated 14/06/2023
2	Name of work	Providing High Tensile Galvalume / Zincalume Steel Metal Sheet in Space Theatre for Science City, Kottayam
3	Estimated cost	Rs. 1,37,64,699/-(Excl. GST)
4	Earnest Money deposit	Rs.50,000/- The bidder shall remit 100% of EMD as online
5	E-Tender Processing Fee (Non-refundable) - online	Rs.5,900/-(inclusive of GST)
6	Issue of Tender documents	Documents shall be available online at www.etenders.kerala.gov.in , www.hllhites.com , www.lifecarehll.com
8	Pre bid meeting	- NA – The bidders may send their queries if any to tenders@hllhites.com . Reply to queries will be published in e-tender portal.
9	Last Date & time of Submission of Bids online (Bid due date)	22.06.2023 at 3.00 pm
10	Date & time of opening	23.06.2023 at 3.00 pm

	of Technical Bids through e-tender portal	
11	Date of start of work	From the first date of handing over of the site or 15 th day from the date of issue of Letter of Acceptance (LOA), whichever is later
12	Completion period	03 (three) months from date of start of work
13	Performance Guarantee	5% of tendered value. Performance Guarantee shall be in form of Demand Draft or Bank Guarantee from any scheduled commercial bank based in India. This guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.
14	Security Deposit	5 % of tendered value (will be released only after completion of DLP Period)
15	Defects Liability period	5 years from the date of completion of works as certified by Engineer in charge.
16	Bank account details for the purpose of preparation of Bank Guarantee only:	A/c No. 30173087695. IFS Code: SBIN0004350 Bank : SBI, Commercial Branch, Thycaud, Trivandrum Name of A/c: HLL LIFECARE LTD
17	Contact details for site visit	Mr. Krishnan. K.N Project Engineer (Civil) e-mail: krishnankn@hllhites.com Mobile: 9446544618

1.3 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.4 **Eligibility Criteria**

1.4.1 The Tenderer should meet the following minimum eligibility criteria:

Indian firms who fulfills the following requirement shall be eligible to apply. Joint ventures / Consortium/ SPV of whatsoever kind are not accepted.

- a. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company / JV Company etc.

- b. Experience of having successfully completed the following works during the last five years ending last day of the month previous to the one in which tenders are invited as follows:

(i) **Sheeting works on concave/convex/curved structure for using Steel Metal Sheet across India with a total area of 50,000.00 sqm (multiple works totaling to 50,000.00 sqm will be considered for calculating the area).**

Bidder shall submit consolidated list with name of work, area, type of sheet work, cost, client details etc in their letter head along with completion certificates satisfying the above criteria.

(ii) **The bidder should have executed atleast one work for Government Clients directly or as sub-contractor. Proof to be submitted.**

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification.

In case the work experience is of Private sector, completion certificate shall be supported with copies of Corresponding TDS Certificates.

- c. The applicant **should have own construction equipment for proper and timely execution of the work i.e. profiling, crimping & curving machine** and should be able to mobilize the same to site once contract is awarded. **List along with a declaration to be attached along with the bid.**
- d. **Turnover:** Average annual financial turnover should be at least 30% of the estimated cost put to tender during the immediate **last three** consecutive financial year ending 31stMarch, 2022. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last three years to be submitted. [Form T-1 to be submitted]
- e. **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in last Five years ending FY 2021-22. This should be duly certified by the Chartered Accountant.
- f. The performance of the bidder for the completed works shall be rated by the Client as satisfactory or above.
- g. Those who had done work/doing work in HLL/HITES shall produce completion/ progress certificate from the Engineer in charge not below the rank of Project manager. The bidder shall be considered for further evaluation only if the performance of the bidder for the work is rated as **‘good or above’**. This is mandatory. The bidders who have initiated litigation against HLL shall be considered only after the litigation is completed.
- h. The works completed/being executed by the bidders if required will be inspected by a technical officer /expert authorized by HLL. If it is found after inspection that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified after due verification even though the documents submitted by them will meet the other eligibility criteria as above.

- i. The bidder shall have GST registration. The copy of GST registration shall be submitted.
- j. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
- k. The bidder should not have been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid. The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (Form “F”).
- l. This work is of specialized in nature. The bidder shall visit the site and understand the scope of work, complexity, surroundings, availability of power, water, etc before quoting for the work. The bidder shall submit FORM-J attached along with this tender duly signed by the representative of Consultant / Client available at site. This is mandatory. **Tenders received without FORM-J signed by the representative of Consultant / Client will be summarily rejected and will not be considered for evaluation.**

Note: Forms & Affidavits including Form-J submitted by the bidder during the 1st call of this tender can upload the same documents for this re-tender.

- 1.5 The time allowed for carrying out the work will be **03 (three) months** from the date of start of work.

Date of start will be reckoned from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later.

- 1.6
 - (i) The site for the work is available.
 - (ii) The labour camp shall not be allowed to locate inside the proposed site.
 - (iii) The Contractor shall settle labour problems if any occurred at site during the construction stage.
- 1.7 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line free of cost.
- 1.8 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
 - (iii) If any discrepancy is noticed in the documents as uploaded at the time of submission of bid.

- 1.9 The Technical package and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.11 of ITB as per the stipulated date & time of submission of bid.
- 1.10 The Contractor, whose tender is accepted, will be required to furnish performance guarantee @ 5% (Five Percent) of the tendered amount within 15 days of issue of LOA in form of Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of “HLL Lifecare Limited” as per Form B. Performance Guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.
- 1.11 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.12 The contractor whose tender is accepted will also be required to furnish either copy of applicable (required as per scope of work and direction of EIC) licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and programme chart (time and progress) and manpower deployment schedule within 15 days of issues of LOA
- 1.13 **Evaluation of performance :**
Evaluation of the performance of contractors for eligibility shall be done by the HLL. If required, **the works being executed by the bidders who otherwise qualify will be got inspected by a Technical Officer / Expert authorized by the Client /HLL. If it is found that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause 1.4.1.**
- 1.14 Since the work is to be carried out in the existing building as per the scope of work, tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders so as to have a better understanding about the existing facility, scope of work, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 1.15 The Competent Authority of the HLL does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

- 1.16 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.17 The competent authority of HLL reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.18 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Client or in the Managerial cadres of HLL and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.19 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.20 The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Client / HLL, then the Client / HLL shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.21 This is a Time Bound Project.
- 1.22 The scope of work shall be as per section III of this document.
- 1.23 The Bidder must associate with the other agencies working at the site.
- 1.24 Registration/ Licence: The bidder should have their registration for GST, PF, ESIC, Building Cess Registration, Labour license etc. (whichever is applicable as per the scope of work), with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.25 The contractor/firm will indemnify Client/HLL, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.
- 1.26 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall,

within 15 days from the date of issue of the Letter of Acceptance, sign the contract consisting of :-

The Notice Inviting Bids, all the documents including General Conditions of the Contract (GCC), Special Conditions of Contract (SCC), Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

1.27 Bid document consists of :

- 1.27.1 Volume – I (Notice Inviting Tenders (NIT), Eligibility Criteria & Instructions to Bidders (ITB))
- 1.27.2 Volume – II (General Conditions of Contract)
- 1.27.3 Volume – III (Financial Bid/ Bill Of Quantities (BOQ))
- 1.27.4 Volume-IV (Tender Drawings)

All amendments(s)/ corrigendum/ minutes of pre bid meeting, if any.

- 1.28 HLL reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the HLL for rejection of his tender.
- 1.29 Payments to the selected Contractor will be made directly by Client through bank transfer.

Deputy General Manager (ID)
HITES

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification. Even if a Contractor meets the eligibility criteria as per clause 1.4.1, Client / HLL may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:

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

2.2.2 The Contractor has been blacklisted by any government agency even after bids have been opened; or

2.2.3 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

2.2.4 Suppression of actual facts will be sufficient cause for disqualification.

2.3 BID Documents :

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client for the purpose.

2.3.2 Pre-Bid Conference

The bidders having queries/clarification regarding the tender can submit their queries as mentioned in Notice Inviting Bid. HLL' response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on e-tender portal www.etenders.kerala.gov.in, website of HLL/HITES.

2.3.3 Clarifications

Contractor requiring any clarification with regards to the BID document may utilize the forum of pre-bid to submit queries/clarification regarding the tender can submit their queries at e-tender portal/as email tenders@hllhites.com. HLL will respond to any request for clarification which is received within date specified in the NIT. The response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the e-tender portal. Only written communication/ clarification can be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, HLL, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on the www.etenders.kerala.gov.in, www.hllhites.com, www.lifecarehll.com not later than 3 days to the original or extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly

advised to regularly visit above websites to ensure that they are aware of the amendments. The addendum (s) / corrigendum (s) issued will form part of the BID documents.

- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HLL may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 **Preparation of Bid:**

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. **The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.**

b) Project Inspection and Site Visit

Any Site information and drawings given in this Bid Document is for guidance only. **The Bidder is advised to visit and examine the Site of works and its surroundings, understand the scope of work at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with HLL, including availability of electricity, water and drainage.**

The HLL shall not be liable for such costs, regardless the outcome of the selection process.

c) Documents Comprising the Bid

Bidder shall submit their Bids ONLINE. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specifications. Alternatives will not be considered.

e) **Method of Application:**

- i. If the bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current

addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) Bid documentation

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. **The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified.** Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign & seal each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective Clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of **Executive Engineer or equivalent**.
- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HLL/ Client.

2.3.6 Contents of Technical Package:

The technical package has to be submitted in two parts.

(A) **Technical Package Part –I ; shall comprise the following :**

- I. Online submission of e-tender processing fee/ tender document fee.
The e- tender fee is non-refundable.
- II. **Bid Security**
 - a. The Bidder shall submit EMD for an amount, as mentioned in Notice Inviting e-tender.
 - b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage , i.e, technical evaluation etc should be returned within 30 days of declaration of result of first stage ie, technical evaluation etc.
 - c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
 - d. The Bid Security Bank Guarantee of the successful bidder shall be returned, after receipt of Performance Bank Guarantee as per Clause 1 of General Conditions of Contract (Volume-2).
- III. Form A: Form of bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- IV. Form D: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- V. Indemnity/ Undertaking/ Affidavits as per requirements (Form-G,J)
- VI. Form J: Declaration for Site visit
- VII. Form F: Original Affidavit as per format at Form 'F' (L1 bidder shall submit the original affidavit within 15 days of award of work)
- VIII. Form "T-1"(Financial Information) – Annual Financial Statement for the last five years ending 2021-22
- IX. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- X. Form "T-3" (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.
- XI. Form "T-4" (Performance Report of Works)
- XII. Form "T-5" (Structure and Organization)
- XIII. Documents required as per eligibility criteria

- XIV. Copies of GST Registration or undertaking in this regard as per tender
- XV. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
- XVI. All pages of the entire tender document, Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).

2.3.7 Contents of Financial Package

The financial package **VOLUME III–FINANCIAL BID/ BILL OF QUANTITIES (BOQ)** should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The price quoted shall be excluding GST but include all applicable costs associated with the Project i.e. any out of pocket/ mobilization expenses, taxes & duties, Building and other Construction Workers welfare Cess (as applicable) and any other applicable statutory taxes, levies as applicable till the last stipulated date for the receipt of tender including extensions if any and services during DLP, Performance warranty as per tender. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

However, in respect of GST, where ever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the GST @18% at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

2.3.8 Language of Bid

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

2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HLL may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

2.3.11 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part II and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person

signing the documents.

- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1. Non-compliance shall entail rejection of the Bid.

2.3.13 Modifications/ Substitution/ Withdrawal of Bids

- (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- (b) The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal of bids.

2.3.14 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with HLL and act as the contact person. The format for the power of attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor

himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, as detailed above.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.16 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer

- f. is accompanied by the Bid Security/ EMD,
- g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HLL's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HLL. The decision of the HLL in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.17 Evaluation of Bids

- i. HLL would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. HLL reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.3.18 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

2.3.19 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other

persons not officially concerned with such process.

- ii. Any effort by a Bidder to influence HLL's Evaluation Committee/ Client in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.20 Award of Contract

- i. Award Criteria

HLL will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Acceptance (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

- ii. Notification of Award

- a. Prior to the expiry of the period of Bid Validity, HLL will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HLL, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HLL from the unsuccessful Bidders.
- b. The Letter of Acceptance shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, HLL will promptly notify the other Bidders and discharge/ return their Bid securities.

- iii. Signing of Agreement

- a. HLL shall prepare the Contract Agreement in the Proforma (Form C) included in this document, duly incorporating all the terms of agreement between the two parties. Within **15 days** from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement in stamp paper of value as per the prevailing stamp duty as prescribed in the Kerala Stamp Act 1959. The successful bidder has to bear the cost of stamp paper.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations (required as per scope of work) or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) and manpower deployment schedule within 15days of issues of LOA.
- d. The Contract Agreement shall be duly signed by the HLL and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, HLL reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the

Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

- f. Contract agreement will be signed by the authorized signatories.

SECTION-III

SCOPE OF WORK

1. Bids are now invited for following scope of work:

Providing High Tensile Galvalume / Zinalume Steel Metal Sheet in Space Theatre for Science City, Kottayam with five years of Defects liability period (DLP).

The applicant should own construction equipment for proper and timely execution of the work i.e. profiling, crimping & curving machine and should be able to mobilize the same to site once contract is awarded.

The successful bidder shall do the entire sheet profiling at site as per the drawing issued by Client / HLL/ Architect.

The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:

- i. Scope of work as specified.
- ii. Submission of 3 sets of completion (i.e. 'as-built') drawings and other related documents, both a hard copy and the soft copy in Auto CAD or any other IT application used for the purpose.

2. Approvals Required

The contractor shall obtain all necessary approval from Agencies concerned as the case may be with related to/ required for execution/Completion/Commissioning. All expenditure on this account will be borne by the contractor. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts.

SECTION IV

EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- Financial Evaluation.

4.2 Stage 1-Preliminary & Technical Evaluation

- i. In Preliminary Stage, e-Tender Fee/ Processing Fee, EMD and Form J will be checked online. E-Tender Fee / Processing Fee, EMD and Form J will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e-Tender Fee / Processing Fee, EMD and Form J submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

ii. Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4.1 and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4.1, his bid will be rejected and will not be considered for further stages of evaluation. The bidder shall also comply with the technical specification as per the tender document.

HLL, however, reserve the rights to restrict the list of such qualified bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened.
- iii. HLL shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 Stage II-Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.

- iv. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a) The financial bid of all eligible bidders as decided by HLL shall be opened and the decision of HLL will be final and binding.
(b) The date and time of opening of financial bids shall be decided by HLL which will be intimated at an appropriate time.

4.4 Letter of Acceptance:

The Successful Bidder would be notified in writing by HLL by issuing the Letter of Acceptance (LOA) in favour of the Bidder.

FORM OF BID

Name of the Work: Providing High Tensile Galvalume / Zincalume Steel Metal Sheet in Space Theatre for Science City, Kottayam (Re-tender).

Tender no. HLL/ID/KSSTM/SS/RE/23-24_1 dated 14.06.2023

From

..... (Bidder)

To

**Deputy General Manager (ID)
HITES
Golden Jubilee Block
Poojappura P.O
Thiruvananthapuram- 695 012**

Sir,

Sub : Submission of Proposal

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HLL responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We authorize Deputy General Manager (ID), HITES or his/her representative to approach individuals, employers, banker, competence, work experience, and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.

7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Technical Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that we are not having any Litigation pending / in progress with HLL / HITES.
12. We declare that we have not made any suppression of facts for meeting the requirement of eligibility to bid.
13. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HLL, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
14. We understand that you are not bound to accept the lowest or any Bid you may receive.
15. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
16. We enclose;
 - a. All documents as per the checklist

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2023**

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date Seal of bidder

Signature of bidder

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per clauses of GCC
	(b) Amount of Security Deposit	As per clauses of GCC
ii	Date for commencement of work	From the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later
iii	Time for completion	03 months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per clauses of GCC
v.	Defects Liability Period	5 years from the date of completion of works as certified by Engineer in charge.
vi.	(a) Period of validity of Performance Guarantee	As per clauses of GCC
	(b) Period of validity of Security Deposit	As per clauses of GCC

Signature

(Authorized Signatory)

Date

Name

Place

Address

.....

FINANCIAL INFORMATION**Name of bidder:.....**

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

i) Gross Annual Turnover for last three years ending 31.03.2022

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-20	Rs.
2020-21	Rs.
2021-22	Rs.
Average Annual Turnover over the past three years	Rs.

ii) Profit / Loss for last Five years ending 31.03.2022

Financial Information in Rs. Equivalent	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Signature of Chartered
Accountant with Seal

Signature of Applicant.

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH
PREVIOUS TO THE ONE IN WHICH TENDERS ARE INVITED

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

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

Copy of work Orders and Completion Certificates (as per FORM T-4) of the above works should also be submitted with date of start and completion of project and quality of work.

Signature of Applicant

SIMILAR WORK UNDER EXECUTION OR AWARDED

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of Completion	Upto date Percentage Progress of Work	Slow Progress, If any, & reasons Thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

FORM 'T - 4'**PERFORMANCE REPORT OF WORKS**
REFERRED TO IN FORM "T-2" TO "T-3"

01.	Name of Contractor	
02.	Name of work / Project & Location	
03.	Agreement No.	
	Estimated Cost	
04.	Awarded Value of work	
05.	Cost on completion of work	
06.	Components of work / Scope of work	
07.	Date of Start	
	Date of completion :	
08.	i) Stipulated date of completion	
	ii) Actual date of completion	
09.	Scope of work	
10.	Whether case of levy of compensation for delay has been decided or not	Yes/ no
11.	If decided, amount of compensation levied for delayed completion, if any	
12.	Performance Report :	
	a) Quality of work	Excellent/Very Good / Good/ Satisfactory/ Poor
	b) Financial soundness	Excellent/Very Good / Good/ Satisfactory/ Poor
	c) Technical Proficiency	Excellent/Very Good / Good/ Satisfactory/ Poor
	d) Resourcefulness	Excellent/Very Good / Good/ Satisfactory/ Poor
	e) General behavior	Excellent/Very Good / Good/ Satisfactory/ Poor

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

01.	Name & Address of the applicant	
02.	Telephone No. / Email id.	
03.	GST no.	
04.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
05.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	

10.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black-listed/penalized for Bidding in any organization at any time? If so, give details.	
11.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
12.	In which field of construction Services the applicant has specialization and interest?	
13.	Any other information considered necessary but not included above.	

Signature of Applicant

FORM OF PERFORMANCE BANK GUARANTEE

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

To,

**DEPUTY GENERAL MANAGER (ID)
HLL INFRA TECH SERVICES LIMITED
GOLDEN JUBILEE BLOCK
POOJAPPURA PO,
THIRUVANANTHAPURAM- 695 012**

Dear Sir,

In consideration of the HLL Lifecare Limited for
_____ (name of work) which expression
shall include his successor and assignees, (herein after called HLL) having awarded to-----
----- having its Office at
-----and Registered Office at -----
----- (hereinafter referred to as “the said Contractor (s)”,
which expression shall include his successor and assignees) for the work of
_____ Contract No. / LOA No.---
-----in terms interalia, of the and the General Conditions
of Contract and upon the condition of the Contractor's furnishing Security for the
performance of the Contractor's obligations and discharge of the Contractor's liability under
and in connection with the said Contract up to a sum of Rs.-----Rupees ----
-----) amounting to 5% percent of the
total Contract value.

1. We, _____ (hereinafter called 'The Bank'
which expression shall include its successors and assignees) hereby jointly and
severally undertake to guarantee the payment to the HLL in rupees forthwith on
demand in writing and without protest or demur or any and all moneys payable by the
Contractor to the HLL in respect of or in connection with the said Contract inclusive of
all the HLL's losses and damages and costs, (inclusive between attorney and HLL)
charges and expenses and other moneys payable in respect of the above as specified in
any notice of demand made by the HLL to the Bank with reference to this guarantee
upto an aggregate limit of Rs. _____ (Rupees _____
only).
2. We _____ Bank Ltd. further agree that the HLL shall be sole
judge of and as to whether the said Contractor has committed any breach or breaches of
any of the terms and conditions of the said Contract and the extent of loss, damage,
cost, charges and expenses caused to or suffered by or that may be caused to or suffered
by the HLL on account thereof and the decision of the HLL that the said Contractor has
committed such breach or breaches and as to the amount or amounts of loss, damage,
costs, charges and expenses caused to or suffered by the HLL from time to time shall be
final and binding on us.

3. The HLL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The HLL and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the HLL hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the HLL in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HLL in terms hereof.
6. The amount stated in any notice of demand addressed by the HLL to the Bank as liable to be paid to the HLL by the Contractor or as suffered or incurred by the HLL on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HLL or suffered or incurred by the HLL as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HLL and liabilities of the Contractor arising upto and until midnight of_____.
8. **This guarantee is valid till _____(date to be mentioned) (This guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HLL may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HLL shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HLL may have or obtain and no forbearance on the part of the HLL in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the HLL to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HLL may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HLL in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

12. We_____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____ (Rupees_____) and this guarantee shall remain in force till_____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. -----
-----(Rupees -----)
- (b) This Bank Guarantee shall be valid up to -----
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----at (bank address)otherwise, all your rights under this guarantee shall be forfeited and bank shall be relieved and discharged from all the liabilities there under irrespective of whether or not the original bank guarantee returned to us or not

Dated_____ day of_____ 2023

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

(On a stamp paper of appropriate value as per the prevailing stamp duty as prescribed in Kerala stamp act 1959 amended from time to time. Contractor shall bear the cost of stamp paper)

Agreement No.....

This agreement is made at on the day of 2023 between **M/s HLL Lifecare Ltd (HLL)** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the **First Part.**

AND

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at ----- and Office at -----, (hereinafter called the “Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas HLL is desirous that certain works should be executed, for _____ hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – I (NIT &Instructions to Bidders)

Volume- II (GCC)

Volume – III (Financial Bid/ Bill Of Quantities(BOQ))

All the correspondence till award of contract i.e. addendum, minutes, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HLL to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. Whereas HLL has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. _____ (Rupees _____ Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies and excluding Goods and Services Tax as per terms & conditions of Bid document.
5. The payment to the contractor will be made by Client based on the recommendation of HLL in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. -----

- only) being the sum stated in the letter of Acceptance(LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor SIGNED, SEALED AND DELIVERED	For and on behalf of the HLL SIGNED, SEALED AND DELIVERED
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR
AUTHORIZED SIGNATORY (in stamp paper of appropriate value)**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (name of authorised representative of firm)

Witness:.....

Accepted :..... (signature & details of POA holder)

For (name of authorised representative of firm)

AFFIDAVIT

(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have not been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the HLL.
6. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Client/HLL at any stage of work due to poor quality, the same will be re executed by us at free of cost.
7. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the HLL e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the HLL shall have the right to reject our bid'.
8. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of HLL'.
9. The Undersigned hereby confirm that we are not having any Litigation pending / in progress with HLL / HITES.
10. The Undersigned hereby confirm that we will provide required services during the Defect Liability Period and will provide warranty to the system as per tender requirement.
11. The Undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Firm

UNDERTAKING
(In letter head of bidder)

We do hereby indemnify HLL/Client, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised Officer of the Firm

**FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head)**

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with Designation visited the site: -

2. Name of Bidder/Firm:-.....

3. Tender to be participated by Bidder:-

4. Name of Site visited with dates: -

a)_____on_____

b)_____on_____

Please add on as required

(Name with designation)
Representative of the Agency/Firm

Countersigned

Representative of HLL Infra Tech Services Limited

Note: Technical Bids without Proof of Site Visit will be summarily rejected.

Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE - Part I**

S.No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs.5,900/-(inclusive of GST) only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs. 50,000/-		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Power of Attorney (Form D) in favour of the person signing the Bid		
5.	Affidavit by Bidder (Form F) on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format		
6.	Affidavit/ Indemnity / Undertaking (Form G, J)		
12.	Form “T-1” (Financial Information)		
13.	Form “T-2” (Details of works)		
14.	Form “T-3” (Project under execution of award)		
15.	Form “T-4” (Performance Report of Works)		
16.	Form “T-5” (Structure and Organization)		
17.	Copies of GST Registration / ESI/EPF registration		
18.	Technical compliance sheet, data sheet / catalogues		
19.	All pages of the entire tender document/ Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorised person of the bidder/bidder.		
20.	Any other document as specified in the tender document		

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of submission	Page No.
1.	Signed bid /Financial Bid (Bill of Quantities – Volume-III)	Online	

Volume –II
General Conditions of Contract (GCC)

I. CONDITIONS OF CONTRACT

Definition:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Client / HLL and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge of the Consultant appointed by the Client and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
 - i) The expressions **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The **work(s)** shall also mean the work including survey, investigation, design, both permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/activities to complete the project/work.
 - ii) **Accepting Authority** shall mean the authority nominated by HLL
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) **“Client”** means Kerala State Science & Technology Museum (KSSTM) Kottayam, Government of Kerala
 - v) **“Consultant”** means HLL Lifecare Ltd or their representative
 - vi) **“Engineer in Charge”** (EIC) means the Engineer Officer as authorized by HLL / Client.
 - vii) **Expected risk(s)** are risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Client, damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Client of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Client's faulty design of work.
 - viii) **Specifications** means the specifications followed in the area where the work is to

be executed.

- ix) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% on cost of materials and labour to cover, all overheads and profits, provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
- x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government, with the amendments thereto issued upto the date of receipt of the tender.
- xi) The **“Site”** shall mean the land/ or place on, into or through which work is to be executed or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
- xii) **“Tendered Value”/ “Contract Price”** means the value of the entire work as stipulated in the letter of award.
- xiii) **“GST”** shall mean Goods and Service Tax.
- xiv) **“Date of commencement of work”**: The date of commencement of work shall be the date of start as specified in NIT

Scope and performance

- 3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender

- 7. The contractor shall be deemed to have satisfied himself before tendering as to the

correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

8. These several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.

- i. In the case of discrepancy between the various documents, the following order of preference shall be observed:—
 - a) Description of Schedule of Quantities
 - b) GCC, NIT, ITB
 - c) Tender Drawings
 - d) Indian Standard Specifications of B.I.S.
 - e) For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.
- ii. If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

II. CLAUSES OF CONTRACT

1. PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance (LOA) in form of DD or BG from any scheduled commercial bank based in India or the State Bank of India in accordance with the form annexed hereto.

This period of 15 days for submission of Performance Guarantee can be further extended by the Engineer-in-Charge up to a maximum period of 7 days with a late fee @ 0.1% per day of Performance Guarantee amount beyond the period of 15 days, on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the HLL / Engineer-in-Charge.

- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus six months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. The Bank Guarantee shall be kept alive till the completion or extended period whichever is later and expenses of renewal thereof are the responsibility of the contractor.
- (iii) In the event of the default by contractor, Contract being determined or rescinded under provision of any of the Clause /Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the HLL/ Client

2. SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit HLL/ Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by HLL by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the HLL as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the HLL to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security depositor from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by HLL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the

State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The Security Deposit as deducted above can be released against bank guarantee issued by a scheduled bank.

The security Deposit shall be returned to the Contractor only after successful completion of Defect Liability Period.

It is also a condition of contract that Security Deposit of the work shall be refunded if no labour complaint has been received from the Labour Officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-In-Charge shall, after issue of notice in this regard to the Contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

3. COMPENSATION FOR DELAY

The work must be completed in all respect within the stipulated time as per tender conditions. If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the HLL / Client on account of such breach, pay as compensation, Liquidated damages maximum rate @ 1.0 % of accepted tendered amount per month of delay (to be computed on per day basis). Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work.

Such amount payable shall be recovered from the amount payable to the contractor / PBG/ SD available with HLL / Client.

4. MEASUREMENT OF WORKS

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance and will be maintained by the Engineer-in-Charge. The contractor has to maintain measurement book as per the direction of EIC.

5. PAYMENT TERMS

Bills shall be raised in the name of Client. The payments will be released to the contractor directly by the Client through bank transfer based on the certification of bills by EIC of HLL. Required documents for direct bank transfer shall be submitted by the Contractor to the Engineer-In-Charge / Client as per requirement.

Interim or Running Account Bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format given by EIC in triplicate within

the time frame fixed for the same by the Engineer-in-Charge (EIC). The bills shall be submitted with all supporting documents as required by the EIC / tender.

The final bill shall be submitted by the contractor, along with all supporting documents required as per tender in the same manner as specified in interim bills within one month of physical completion of the work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Final bill shall be paid within 3 months from the date of submission of bills with all supporting documents.

No bills shall be paid for the work till the licenses like registration with EPFO and ESIC and whichever applicable for the scope of work, are submitted by the contractor to the Engineer-in-charge.

All statutory payments in connection with the employment of the Workmen & Employees State Insurance for this work will be borne by the Contractor at the prevailing rates.

The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds/Employees State Insurance, PF etc

The Contractor shall also ensure the compliances of all statutory provisions by the sub-contractors, if any, engaged by contractor for above said work.

The contractor shall submit affidavit to indemnify and save harmless the Client / HLL and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the HLL by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the EPF, ESI, Labour laws etc as amended from time to time. All sums payable by way of compensation/ penalty/ damages/ interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the HLL immediately and if the contractor does not pay the amount immediately the same will be deducted from security deposit or earnest money or any other amount available with the HLL or any money payable to the Contractor by the HLL.

The deduction towards statutory deductions shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

However, it shall be the responsibility of the contractor to ensure that all the statutory requirements like filing of returns etc. are met with as per the prevailing norms.

6. SECURED ADVANCE ON PERISHABLE MATERIALS

The contractor, on signing an indenture in the prescribed form by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored

and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

7. COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

8. No advances shall be paid to the contractor under any circumstances, unless other wise specifically mentioned in the contract.
9. The rates quoted by the contractor are firm and fixed for the entire tenancy of the contract. The quoted rates shall deemed to have included all components required for the successful installation, completion, commissioning and handing over of work as per the tender Specifications and BOQ.
10. Price escalation is not applicable in this contract.
11. The ESI and EPF contributions on the part this Contract shall be paid by the Contractor and nothing shall be reimbursed by the Client/ HLL.

12. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
13. The Contractor(s) shall make their own arrangements for water and power required for the work and nothing extra will be paid for the same.
14. The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.
15. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. Required supervisor, technicians, labourers and resources shall be deployed by the Contractor for the timely completion of work. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
16. The labour camp shall not be allowed to locate inside the proposed site. The Contractor shall make his own arrangements for the labor accommodation etc.

17. DEVIATIONS/ VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

17.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

17.2 Deviation, Extra Items and Pricing:

In the case of extra item(s) (**items which are not available in the contract**), the contractor may within fifteen days of receipt of order or occurrence of the item(s), submit claim for market rates (s), supported with proper analysis of rates and manufacturer's specification for the work, invoices, vouchers, etc (as applicable), failing which the rate(s) approved later by the Engineer in charge shall be final and binding. Where the contractor submits claim for market rates(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. **The rates (s) of extra items so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable. For prevailing market rates, if the rates are available in PWD local market rates, the same is to be considered.**

Deviation, Deviated Quantities & Pricing:

In the case of contract items which exceed the limit laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates. The Engineer-in-Charge shall within 45 days of receipt of the claims, shall determine the rates for excess quantities i.e. quantities in excess of 25% over agreement scheduled quantity, the admissible rates shall be limited to Technical Sanctioned estimate rate modified by overall tender excess / tender deficit, as the case may be, subject to a maximum of PWD local market rates prevailing at the time of ordering. **The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable.**

17.3 In case of contract items which exceed the limit laid down in schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limiton , within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable

17.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

The following conditions shall be used in determining the deviation items:

The Engineer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The following are defined for the purpose of this clause:

- i. Abnormally High Quoted Rate (AHQR) -Items for which the quoted rate is having a deviation of more than 25% over the corresponding rate in the technically sanctioned estimate.

- ii. Abnormally Low Quoted Rate (ALQR) -Items for which the quoted rate is having a deviation of less than 25% below the corresponding rate in the technically sanctioned estimate
- iii. For AHQR items, the Contractor is bound to execute up to the agreed quantity. In case of variation over the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity
- iv. For other items, the Contractor is bound to execute up to 25% over the agreed quantity. In case of variation over 25% of the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity
- v. In case of ALQR items sanction of Technical Sanction Authority shall be insisted before limiting execution of concerned item less than 75% scheduled quantity.
- vi. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Engineer.

18. CONTRACTOR'S REPRESENTATIVE FOR EXECUTION & COORDINATION OF WORKS

The Contractor shall ensure their representative at site all times during working hours throughout the course of the Contract or depute a Competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.

The contractor shall deploy the following technical person at site during the course of work as below:

Sl. no.	Technical staff	Qualification / number required	Minimum Experience required	Rate at which recovery shall be made from the contractor in the event of non-deployment
1	Project Manager	Graduate Engineer or Diploma holder – 1 nos.	- 2 for Graduate Engineer - 5 for Diploma	Rs.15,000/- per month

		(Civil / elec./ Mech)	Engineer	
--	--	--------------------------	----------	--

For non-deployment of above required technical staff, amount as proposed in the table above will be recovered from the contractor's bill.

In addition to the above, contractor shall deploy required number of qualified & experienced technicians for the execution of work.

The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions

19. SETTLEMENTS OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the HLL and the Contractor within the purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Court of law.

Jurisdiction shall be High Court of Kerala.

20. INSURANCE

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the HLL and the contractor with any insurance company selected by the contractor and acceptable to HLL, in such a manner that the HLL and the contractor are covered for all time during the period of contract, i.e. time allowed for completion of works and extended period.

The insurance shall be affected in accordance with terms approved by the HLL and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following:-

- a) **Contractor's All Risks Insurance** : The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such

additional sums as specified and the interests of the HLL against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

- b) **Workman Compensation & Employers Liability Insurance:** This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The HLL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HLL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.
- c) **Third Party Insurance:** The contractor shall be responsible for making good to the satisfaction of the Engineer- in-Charge any loss or any damage to all structures and properties belonging to the HLL or being executed or procured or being procured by the HLL or of the other agencies within the premises of all work of the HLL if such loss or damage is due to fault and or the negligence or willful acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the HLL or any third party including overhead and underground cables and in the event of any damage resulting to the property of the HLL or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the HLL or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the HLL harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the HLL or to any person including any employee of HLL, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the HLL, the insurer willfully indemnify HLL against such claims and any costs, charges and expenses in respect thereof.

- d) The Contractor shall also at times indemnify the HLL against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and

Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

- e) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till all time during the period of contract i.e. the time period allowed for completion of work and extended period.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer- in-charge has agreed for cancellation.

Remedy on the contractor's failure to insure: If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

21. WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract

and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in HLL/Client or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HLL.

(vi) If the contractor shall enter into a contract with HLL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with HLL as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HLL shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HLL/Client.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

22. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, HLL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) HLL shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however HLL shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by

HLL, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the HLL as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the HLL from the contractor under the terms of the contract.

In the event of action being taken under this Clause to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee

23. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in- Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to HLL, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government /HLL because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the HLL/department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by HLL/Client in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HLL/Client as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HLL/Client in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

24. SPECIAL CONDITIONS :

i. Safe Custody and Storage

The contractor shall be responsible for safe custody of all materials, machinery and equipment supplied and installed till the final taking over by the CLIENT/ HLL.

ii. Safety Measures

The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. The contractor shall ensure that the works are governed by relevant safety codes and as per direction of Engineer-in-Charge

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of work/ construction. The contractor shall ensure that all safety norms are followed as per statutory requirements.

iii. Watch & Ward and Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in- charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

iv. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the HLL at the risk and cost of the contractor.

v. Storage, Cleaning and Dewatering

The Contractor shall at all the times during the execution of work keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Engineer-in-charge. Storage of materials / equipment elsewhere shall not be considered as “Delivered at Site.”

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the financial bid and subsequent contract.

vi. Force Majeure

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the authorised signatory of HLL (hereinafter called the HLL which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the HLL that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the HLL has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the HLL has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by HLL (the receipt whereof the Contractor do hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the

Contractor do hereby covenant and agree with the HLL and declare as follows: -

(1) That the said sum of Rupeesso advanced on recommendation from HLL to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the HLL as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the HLL against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer in charge (hereinafter called the Engineer in charge) and in the term of the said agreement

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer in charge or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer in charge.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer in charge or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment recommendation from HLL of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the HLL will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being

determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the HLL shall immediately on the happening of such default be repayable by the Contractor to the HLL together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the HLL/Client in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the HLL to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the HLL of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the HLL may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the HLL on demand

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the HLL under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidandby the order and under the direction of the HLL have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of HLL in the presence of

Signature

Witness Name

Address

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE "A"		
	Schedule of quantities (BOQ)	Attached as Volume –III, Bill of Quantities.
SCHEDULE "B"		
	Schedule of materials to be issued to the contractor	NIL
SCHEDULE "C"		
	Tools and plants to be hired to the	NIL
SCHEDULE "D"		
	Extra schedule for specific requirements/ document for the work, if any.	NIL
SCHEDULE "E"		
	Reference to General Conditions of Contract as per Vol-2	
	Name of work :	Providing High Tensile Galvalume / Zinalume Steel Metal Sheet in Space Theatre for Science City, Kottayam(Re-tender)
	Number of days from the date of issue of letter of acceptance for reckoning date of Start	First date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA) whichever is later.
	Estimated cost of work:	Rs. 1,37,64,699/-(Excl. GST)
Clause: 1	Performance Guarantee:	5% of Tendered Value
Clause:2	Security Deposit:	5% of Tendered Value
SCHEDULE "F"		
GENERAL RULES & DIRECTIONS		
	Officer inviting bid	Deputy General Manager (ID) HITES Trivandrum on behalf of HLL

	DEFINITIONS	
1	Authority executing the agreement on behalf of the HLL	Competent authority as per HLL DOP
2(ii)	Accepting Authority	Competent authority as per HLL DOP
2(vi)	Engineer-in-Charge	Officer nominated by HLL
2(ix)	Percentage on cost of materials and labour to cover all Overheads and profits.	15%
2(x)	Standard Schedule of Rates	DSR 2018, with up to date correction slips (up to date of floating of NIT) and LMR
	CLAUSES OF CONTRACT	
Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 days
	(ii) Time allowed for submission of Programme Chart (Time & Progress), manpower deployment from the date of issue of letter of acceptance	15 days
	iii) Time allowed for submission of applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of signing of agreement	15 days
	(iv) Maximum allowable extension for submission of Performance Guarantee, with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above.	07 days
Clause 3	Authority for fixing compensation under Clause 3.	Competent authority of HLL as per DOP
	Milestone shall be submitted by the contractor within 15 days from the date of LOA to the Engineer in charge and it shall be mutually finalized by the Engineer In Charge and the contractor	
	Authority to decide:	
	(i) Extension of time	Competent authority of HLL as per DOP

	(ii) Rescheduling of mile stones	Competent authority of HLL as per DOP
	(iii) Shifting of date of start in case of delay in handing over of site	Competent authority of HLL as per DOP
	Authority to decide compensation on account if contractor fails to submit completion plans	Competent authority of HLL as per DOP
Clause 16	Authority to decide deviations	Competent authority of HLL as per DOP
