

# TENDER DOCUMENT

**CIVIL WORKS FOR THE RENOVATION  
AND UPGRADATION OF PRIMARY HEALTH CENTERS  
INTO HEALTH & WELLNESS CENTRE AT SHIMLA  
DISTRICT IN, HIMACHAL PRADESH – AT  
26 LOCATIONS**



**PROJECTS DIVISION,  
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012, Kerala, India

Phone +91 471 2354949 / 2775500/ 2775588

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

**FEBRUARY 2019**

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

**INVITATION FOR BIDS (IFB)**

**IFB No : HLL/CHO/PROJ/HCD/H&W/HP/SHIMLA/2018-19**

**Date : 18-02-2019**

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up of Health & Wellness Centre at Various districts in Himachal Pradesh. For the said project, sealed and super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting the requirements as per our tender.

Sl. No	Brief Description of Item/Work	EMD in Rs
	CIVIL WORKS FOR THE RENOVATION AND UPGRADATION OF PRIMARY HEALTH CENTERS INTO HEALTH & WELLNESS CENTRE AT SHIMLA DISTRICT IN, HIMACHAL PRADESH AT 26 LOCATIONS.	Rs. 50,000.00

**3. Qualification Criteria:**

- a. Bidders, **for each Districts**, should have experience of having successfully completed within a period of last 5 years ending 31/01/2019 at least
- One similar work of value not less than Rs 20 Lakhs Or
  - Two similar works, each of value not less than Rs 10 Lakhs Or
  - Three similar works, each of value not less than Rs 5 Lakhs

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

- c. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 20 Lakhs.

Note:- Enclose audited Balance sheets in proof for the above period.

- The eligible bidder should quote for all locations of District (should not exclude any location from each of the districts) given in Schedule V. The work shall be awarded to the Qualified bidder, who quotes the **lowest amount for the District**.
- The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The complete bid documents are available for download in our

## HLL LIFECARE LIMITED

website [www.lifecarehll.com](http://www.lifecarehll.com) and CPP Portal. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document -18-02-2019 onwards
- b) Last date and time for receipt of bids -04-03-2019 up to 15.00 Hrs
- c) Date and time of opening of bids -04-03-2019 up to 15.30 Hrs
- d) Address for communication, receipt and place of opening of bids:

### **SENIOR MANAGER (PROJECTS),**

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

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

Schedule I	-	Conditions of Bid
Schedule II	-	General Conditions of Contract
Schedule III	-	Special Conditions
Schedule IV	-	Forms and Declarations
Schedule V	-	Price Bid

7. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The EMD should be enclosed in a separate envelope and superscribed as “EMD” and to be attached in the main cover.
8. EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Any bid not accompanied by EMD will be rejected.
9. SSI/MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar. But the party has to provide Security deposit, if the work is awarded to them.

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

10. The outer cover should bear the Enquiry No, Closing date and **Name of the Site/s for which Bid** is submitted and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ----  
----- (Indicate the Closing Date).
11. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 3 (d) above.
12. Bids received after due date and time will be rejected.

## HLL LIFECARE LIMITED

13. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
14. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
15. **HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph/E-mail will not be accepted.**
16. Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have:  
  
Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
17. **HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.**

**SENIOR MANAGER (PROJECTS)**

## SCHEDULE I

### CONDITIONS OF BID

#### 1. Definitions

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

- a. **'INVITATION FOR BID'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'BIDDER/TENDERER'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'CLIENT/PURCHASER'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **'OWNER'** shall mean National Health Mission (NHM), Himachal Pradesh, or its units thereof.
- e. **'ENGINEER-IN-CHARGE'**, shall mean the Engineer appointed by the purchaser/Client to supervise all activities of the project.
- f. **'CONTRACTOR'**, shall mean the successful bidder whose tender has been accepted by the purchaser/Client and to whom the order is placed by the purchaser/Client and shall include his heirs, legal representatives, successors etc.
- g. **'PERMANENT WORKS'**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- h. **'PROJECT'**, shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- i. **'ACCEPTANCE LETTER'**, shall mean written consent by a letter of purchaser/Client to the bidder intimating him that his tender has been accepted.
- j. **'CONTRACT'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/Client and the Contractor.
- k. **'DATE OF CONTRACT'**, shall mean the date on which the successful bidder has accepted the notification of award.
- l. **'CONTRACT PERIOD'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- m. **'COMPLETION CERTIFICATE'**, shall mean the certificate issued by the purchaser/Client to the Contractor after successful completion of the project.

- n. **'EXTRA ITEMS'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period.

## 2. Bid Information and Period of Validity

2.1 Bidders shall submit their bids in two parts (**TECHNICAL BID** and **PRICE BID**)

2.2 The Technical Bid must include the following information;

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

2.3 The Price Bid must be as per the following

- a) The bid is invited for **“CIVIL WORKS FOR THE RENOVATION AND UPGRADATION OF PRIMARY HEALTH CENTERS INTO HEALTH & WELLNESS CENTRE AT SHIMLA DISTRICTIN, HIMACHAL PRADESH.”** as per the Specification, Terms and Conditions specified in the Bid Documents. The Bidder shall give the rates inclusive of relevant taxes such as GST, duties, other levies, on the appropriate price schedule (**Schedule of Work**) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.
- b) Bidder must quote for unit price and total price based on the requirement shown in the bid document.
- c) Price should be firm without any escalation on any account till the completion of work.

2.4 Bids shall remain valid for **18 months** after the date of bid opening prescribed by the Client.

## 3. Format and Signing of Bid

3.1 Bidders shall submit their bids in two parts (TECHNICAL BID and PRICE BID) as under.

- a) Technical bids (Schedule I to IV ), in duplicate clearly marking each “Original Bid” and “Copy Bid”, as appropriate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any, from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications and commercial terms and conditions and EMD, excluding price, in separate sealed covers superscribing “Technical Bid” inside a main cover.
- b) Price bid (Schedule V), in duplicate clearly marking each “Original Bid” and “Copy Bid”, as appropriate, showing only item wise and total prices in separate sealed covers superscribing “Price Bid” inside a main cover.

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- 3.2 When the main cover is opened on the date and time scheduled for bid opening, only the technical bids will be opened.
- 3.3 Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
- 3.4 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
- 3.5 Bids shall be made in English.
- 3.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

### 4. Submission of Bids

#### Sealing and Marking of Bids

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

#### Deadline for submission of Bids

- 4.4 The bids will be received by the purchaser/Client in the above address not later than the date and time specified in the Invitation for Bids.
- 4.5 In the event of the specified date for submission of Bids being declared a holiday for the purchaser/owner, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser/Client may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the purchaser/Client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of Senior Manager (Projects), in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. The purchaser/Client will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

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

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

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

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

## **7. Bid Opening by purchaser/owner**

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



## 8. Clarification of bids

To assist in the examination, evaluation and comparison of bids, the purchaser/Client may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the rate or substance of the bid shall be sought, offered or permitted.

## 9. Inspection of site

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

## 10. Preliminary examination

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

## 11. Evaluation and comparison of bids.

- 11.1 The purchaser reserves the right to examine the details given in the technical bid by visiting the office and work place of the bidder and take decision based on the visit.

- 11.2 The purchaser will technically evaluate all bids previously determined to be responsive and open the price bids previously determined to be substantially responsive and technically acceptable with intimation.

**12. Post – qualification**

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

**13. Award Criteria**

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

**14. Notification of Award**

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

**15. Security Deposit**

- 15.1 On receipt of notification of award, simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a nationalized bank, for an amount equal to 5% of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment/works by the purchaser/Client and will be released after acceptance of the Equipment/works by the purchaser/owner. In case of a delay in the works the validity of security deposit shall be extended.

15.2 Within 10 days of the receipt of notification of award from the purchaser/owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.

15.3 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.

15.4 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the purchaser/Client may make the award to the next lowest evaluated bidder or call for new bids.

15.5 Forfeiture of Security Deposit:

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

**16. Earnest Money**

16.1 Each bid must be accompanied by E.M.D.

16.2 The EMD is required to protect the purchaser/Client against risk of Bidder's conduct, which would warrant the security's forfeiture

a. The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favor of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram.

b. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.

c. In the case of successful bidder, the Earnest Money will be returned after accepting the order and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.

16.3 The EMD may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or

(b) In case of the successful Bidder, if the Bidder fails:

- (i) To furnish the Order acceptance copy
- (ii) To furnish security deposit.

## SCHEDULE II

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 PROJECT INFORMATION

##### 1.1 General:

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

##### 1.2 Location of Site:

The locations of sites are as mentioned below:

SL NO.	NAME OF PROPOSED SITES	DISTRICT
1	PHC Mandhol	SHIMLA
2	PHC Kiari	SHIMLA
3	PHC Kharapathar	SHIMLA
4	PHC Jatoli	SHIMLA
5	PHC Gumma	SHIMLA
6	PHC Lalsa	SHIMLA
7	PHC Jeori	SHIMLA
8	PHC Shaelghat	SHIMLA
9	PHC Kutara	SHIMLA
10	PHC Khangteri	SHIMLA
11	PHC Matiana	SHIMLA
12	PHC Chhaila	SHIMLA
13	PHC Sarain	SHIMLA
14	PHC Rewalpul	SHIMLA
15	PHC Zhinna	SHIMLA
16	PHC Gushali	SHIMLA
17	PHC Dodra	SHIMLA
18	PHC Malendi	SHIMLA
19	PHC Shamthla	SHIMLA
20	PHC Kungalbalti	SHIMLA
21	UPHC Kasumpti	SHIMLA
22	UPHC Annaale	SHIMLA
23	UPHC Phagli	SHIMLA
24	UPHC Totu	SHIMLA
25	UPHC Sanjauli	SHIMLA
26	UPHC Chotta Shimla	SHIMLA

### 1.3 Price

Price quoted should be firm without any escalation till the Contract is completely executed and should be for the item/work shown under **Schedule of Work**.

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

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

### 1.4 Site Facilities:

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

## 2 COMMITMENT OF CONTRACTOR

### 2.1 Interpretation of Contract documents:

- 2.1.1. All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the purchaser/owner. The decision of the purchaser/Client shall be final and binding. The contractor shall execute the work accordingly.
- 2.1.2 The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.
- 2.1.3. The contractor shall visit the project site so as to study the site conditions, means of access to the site and other factors governing the works.
- 2.1.4. There may be change in layout of site as per technical requirements and the tenderer shall not be entitled for any claim due to such changes & should carry out such changes.

### 2.2 Period of Completion

Time is the essence of the contract. Time of completion allowed is **3 Weeks for each Location** from the date of acceptance of **Letter of Intent/Work Order or date of Site Clearance**, whichever is later.

**2.3 Time Schedule:**

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

**2.4 Default of Contractor:**

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

- i) To determine the contract: In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labours engaged by the purchaser/Client or through other agency at the cost of the Contractor.
- ii) Without determining the contract: In this event, the remaining works shall be got executed through a fresh contractor in which case the Contractor shall not have any objection or claim on this account.
- iii) Before determining the contract: In this event, if the purchaser/Client finds that the defaults of the Contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects /defaults in the specified time.
- iv) Termination of contract for death: If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the Contractor is a Attorney of partnership firm and dies, then the purchaser/Client has the right to terminate the contract unless and until the purchaser/Client is satisfied that the surviving partners are capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased Contractor are not entitled for any compensation or claim. Also, the purchaser/Client shall not levy any penalty against the damage caused by incomplete work.
- v) Termination of Contractor in part or in full for Contractors default: If the Contractor fails to execute the work in the manner described in the contract documents or if he at any time, in the opinion of the purchaser/owner:
  - a) Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
  - b) Stops the execution of works without giving prior information to the purchaser/owner.
  - c) Fails to carry out the works to the satisfaction of the purchaser/Client both with respect to qualities and time schedule.
  - d) Fails to supply sufficient or suitable construction plant, materials and labours etc.
  - e) Commits breach of any of the provisions of the contract.
  - f) Abandons the work.
  - g) becomes bankrupt during the continuance of the work.

Whenever the purchaser/Client shall exercise his authority to cancel the contract under the above condition, the purchaser/Client shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper

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

**2.5 Variation in scope of works:**

a) Variation in quantity:

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

b) Variation in drawings and specifications:

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

**2.6 Staff and Workers:**

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

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

**2.7 Subletting of contract:**

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

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

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

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

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

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

**2.10 Safety of adjoining properties:**

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

**2.11 Settlement of dispute:**

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

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

**2.12 Escalation:**

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

**2.13 Insurance:**

The Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the purchaser/Client as under:

**i) Insurance of works:**

The Contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by purchaser/owner. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have



been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

**ii) Insurance of employees:**

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

**iii) Workmen's Compensation:**

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

**iv) Transit Insurance:**

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

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

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

**vi) Third party insurance:**

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the

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purchaser/owner, or to any person, including any representative of the purchaser/owner, by or arising out of the execution of works or in the work being carried out by the purchaser/owner, by or arising out of the provision of clause 2.14.v hereof. Such insurance shall be affected with an insurer and in terms approved by the purchaser/Client and for at least the amount stated in the Appendix of the Tender.

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

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

### 2.14 Indemnification Clause

The Bidder shall indemnify and hold harmless the purchaser/owner/Purchaser from and against the below mentioned:

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

### **2.15 Force Majeure**

- a. Neither the Contractor nor the Purchaser/purchaser/Client shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/purchaser/Client initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/purchaser/Client shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/purchaser/Client and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/purchaser/Client shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

## **3.0 EXECUTION OF WORK**

### **3.1 General:**

All the works shall be executed in accordance with the detailed drawings, specifications and instructions given by the purchaser/Client or mentioned in the contract document.

### **3.2 Drawings:**

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

All working drawings shall be marked "Released for Execution" and duly signed and approved by the purchaser/owner. All the old drawings shall be discarded and marked with "Superseded by Drg. No.

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

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

- i) The purchaser/Client shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The Contractor should present himself or his authorized representative during the inspection so that the purchaser/Client can convey the instruction regarding the works.

- ii) The Contractor shall give information to the Engineer in charge before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.
- iii) If the contractor fails to get the work inspected before covering it up, then the purchaser/Client has full authority to get the work uncovered at the expense of the Contractor and if any fault is found then the same should be rectified by the Contractor without claiming any extra payment.

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

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

**3.5 Default of Contractor in compliance:**

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

**3.6 Discrepancies between instructions:**

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

**3.7 Power to make alterations**

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

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

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

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

Rates for authorities extra items, additional, altered or substituted work as may be ordered shall be determined by the "purchaser/owner" as follows:

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

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

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

### 3.10 Testing:

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

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

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

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

### 3.11 Progress Report:

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

### 3.12 Liabilities for defects and rectifications:

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

### 3.13 Defect liability Period:

The liability period of the work shall be **12 months** from the date of completion of the work as certified by the purchaser/Client and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at his own expense to the satisfaction

of the purchaser/Client .If the contractor fails to do so, then the purchaser/Client shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the contractor.

**3.14 Suspension of work:**

The Contractor shall suspend the progress of work, on receipt of the written order from the purchaser/Client for any of the following reasons:

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

**In case of suspension of work:**

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

**3.15 Possession prior to completion:**

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

**3.16 Care of Works:**

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

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

- a. Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/purchaser/Client as per the affected period may extend the time period.
- c. In case work is delayed due to non-availability of stores supplied by purchaser/Client or any decision by purchaser/Client holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the purchaser/owner, but nevertheless use constantly his best effort to prevent or make good delay. The purchaser/Client may in

his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

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

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

## **4.0 CERTIFICATE AND PAYMENT**

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

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

### **4.2 Measurement:**

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

### **4.3 Mode of Measurement:**

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

### **4.4 Mobilization Advance:**

No mobilization advance shall be paid.

### **4.5 Lump sums in Tender:**

Lump sum items considered only where specified.

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



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

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

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

**4.8 Billing and terms of payment:**

- a) The payment shall be made as under:-

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

- 50% of the total value of work may be released upon the completion of 60 % of the work recommended by State In charge (P&S, HLL) and approved by Project Engineer (P&S, HLL)/ Manager (P&S, HLL).
- Balance 50% will be paid along with the final bill only after submission of Work Completion certificate issued by the concerned hospital and approved by Project Engineer (P&S, HLL)/ Manager (P&S, HLL).

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 18 months.

Final Bill to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State In Charge (P&S, HLL) and the Contractor 's representative, counter signed by Project Engineer (P&S, HLL)/ Manager (P&S, HLL). The work completion certificate will be issued by the concerned centres/hospitals and it is the responsibility of the contractor to collect the completion certificate certified by the concerned hospital authority & HLL authorities and submit to HLL for balance 50% payment

The running account bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

#### **5. Provisional Completion Certificate:**

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

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

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

#### **6.1 Labour Laws:**

- i) Laborers below the age of 18 years shall not be employed on the work.
- ii) The contractor shall not pay less than what is specified by the law to laborers engaged by him on the work.
- iii) The contractor shall, at his own expenses, comply with all labour laws and the purchaser/Client shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labour laws.
- iv) If the contractor is covered under the Contract Labour (Regulation & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the Office of Labour

Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.

- v) The contractor shall furnish to the purchaser/owner, the details of the workers employed on the works.
- vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- vii) The purchaser/Client /authorized engineer shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, or if deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.

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

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

### **6.3 Provident Fund:**

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

## **7.0 SAFETY CODE**

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

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

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

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

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

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

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

### **7.4 First Aid:**

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

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

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

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

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

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

## **8.0 DETAILS OF WORK EXECUTION**

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

## **9.0 CONTRACTOR'S SCOPE OF SUPPLY**

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

## **10.0 RECOVERY FROM THE CONTRACTOR**

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

## SCHEDULE III

### SPECIAL CONDITIONS

1. **The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
2. All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
3. Bids shall be made in English. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.
4. The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offers with deviation or request for deviation are liable to be rejected.
5. To assist in the examination, evaluation and comparison of bids, the purchaser/Client may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the rate or substance of the bid shall be sought, offered or permitted.
6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.
7. Prior to the detailed evaluation, the purchaser/Client will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The purchaser/owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
8. The purchaser/owner's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.
9. The purchaser/Client reserves the right to negotiate with the lowest evaluated responsive bidder.
10. The purchaser/Client will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.
11. Prior to the expiration of the period of bid validity, the purchaser/Client will notify the successful Bidder in writing by or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Work order.

12. The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.
13. The contractor has to prepare a time schedule for the complete work in detail and submit to purchaser/Client in triplicate within 10 days from the day of Work Order/ Letter Of Intent.
14. The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the purchaser/Client shall be kept informed of the said compliances with by-laws, payment made, notices issued and received
15. The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.
16. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
17. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
18. All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
19. All materials to be used in execution of project shall be of first class quality, recommended make; I.S.I. marked and shall be approved by purchaser/Client before its application.
20. The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of Client's Building/Property. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
21. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs, samples should be approved from the Purchaser/Client before completely executing the work.
22. The Purchaser/Client should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
23. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Client reserves the right to rectify / reconstruct the work through some other agency at the expenses of Contractor.

## HLL LIFECARE LIMITED

24. The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
25. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
26. The Contractor shall have to co-operate with the agencies executing other works in the same area.
27. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/purchaser/Client so as to avoid theft etc.

### 28. Measurement & Payment terms:

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

29. The Quantity shown in the schedule is an approximate estimated quantity. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
30. Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.
31. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
32. The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all statutory fees and other charges and the giving and receiving of all necessary notices and the purchaser/Client shall be kept informed of the said compliances with by-laws, payment made, notices issued and received. All statutory payments shall be made by the Contractor and the same will be reimbursed by HLL on producing original challans/receipts.



33. Electrical

The work shall be carried out by a contractor holding valid license issued by the State Government/Competent Authority for carrying out installation work of all voltage classes involved, under direct supervision of the persons holding valid certificates issued or recognized by the state government/competent authority.

34. Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

**SCHEDULE IV****FORMS AND DECLARATIONS****CONTENTS**

<b>Sl. No</b>	<b>Description</b>	<b>Page No</b>
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**APPLICATION FOR PREQUALIFICATION**

**Name of Work:-** Civil Works for the Renovation and Up gradation of Primary Health Centers into Health & Wellness Centre at Shimla District in, Himachal Pradesh - 26 Locations.

A. Name of Contractor/Firm/Company:

1. Postal address:

2. Telephone No.: FAX :

E-Mail :

PAN No : GST No :

UAM Number (Only for MSME bidder) :

EPF No:

3. Year of commencement of Contract/Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary or partnership firm:
2. Name of Managing Partner:
3. Name of other partners:

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited Company:
2. Name of Managing Director:
3. Names of other Directors:

Note: Attested copy of Company Registration deed to be enclosed.

D. Tenderer should have satisfactorily completed at least similar works of following values during the last 5 years, ending 31-01-2019:-

- iv. One similar work of value not less than Rs 20 Lakhs Or
- v. Two similar works, each of value not less than Rs 10 Lakhs Or
- vi. Three similar works each of value not less than Rs 5 Lakhs

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

Note: Details to be furnished in **Annexure I A**

- E. Total number of ongoing installations or orders in hand for similar Civil and Electrical works

Note: Details to be furnished in **Annexure II**

- F. Has the Contractor/ Firm/Company ever been black listed by the Govt. /or the registering authority. (Yes/ No)

a. If so, give the period and details.

- G. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 20 Lakhs.

a. Annualized turnover of the Contractor/Firm/Company in the last 3 years ending 31.03.2018

1.	2015-2016:	INR.
2.	2016-2017:	INR.
3.	2017-2018:	INR.

Note: Details to be furnished in **Annexure III**

- H. Details of organization: (Details to be enclosed in **Annexure IV**)

- 1. Technical personnel: i) No. of Graduate Engineers: ii) No. of Diploma Holders:
- 2. Non Technical Management

- I. Detailed Technical Specifications in **Annexure V** (filled and enclosed)

- J. Completion Period: in **Annexure VI** (filled and enclosed)

- K. Acceptance Form in **Annexure VII**

- L. CERTIFICATE as per **Annexure VIII**

I/We hereby confirm that the details given in the application form and Annexure I to Annexure VIII are correct to the best of my/our knowledge. I /We have no objection, in Client (HLL Lifecare Limited) contacting any of our clients for reference.

Place:

Signature

Date:

Name and address of the Party

## ANNEXURE – I

<b>DETAILS OF ORDERS FOR SIMILAR WORKS SUCCESSFULLY COMPLETED            DURING THE LAST 3 YEARS            (ENCLOSE COMPLETION CERTIFICATES FROM CLIENTS)</b>				
Sl. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value of work completed	Period of Completion with dates (in months)

**NOTE:****TENDERER SHOULD HAVE SATISFACTORILY COMPLETED ATLEAST**

1. One similar work of value not less than Rs 20 Lakhs  
Or
2. Two similar works, each of value not less than Rs 10 Lakhs  
Or
3. Three similar works each of value not less than Rs 5 Lakhs

Completion certificates for works issued by Clients shall be submitted.

**SIGNATURE OF BIDDER**

**ANNEXURE - II**

<b>TOTAL NUMBER OF ONGOING ORDERS IN HAND FOR SIMILAR CIVIL AND ELECTRICAL WORKS</b>			
<b>SL. No.</b>	<b>Name of Client with full address, telephone numbers and nature of work</b>	<b>Order details such as quantity, completion time etc.</b>	<b>Value of works</b>

**SIGNATURE OF BIDDER**

**ANNEXURE III**

**(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE CONTRACTOR/FIRM/COMPANY IN THE LAST 3 YEARS ENDING 31-03-2018)**

2015-2016: INR.

2016-2017: INR.

2017-2018: INR.

**(Enclose audited Balance sheets in proof for the above period)**

**SIGNATURE OF BIDDER**

**Note:** Average annual financial turnover of the bidder during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least INR 20 Lakhs.

**ANNEXURE-IV**

**DETAILS OF ORGANIZATION**

Sl. No	Name & Postal Address	Date of Birth	Qualification	Total experience in years	Name of organization served showing position held and period of service in each
1.	<b>A.ENGINEERING PERSONNELS</b>				
2.					
3.					
4.					
5.					
6.					
1.	<b>B. DIPLOMA HOLDERS/ ITI PERSONNEL</b>				
2.					

Attach an organization chart. Also mention the no. of engineering/technical personnel you will engage for the satisfactory completion of the tendered work.

**SIGNATURE OF BIDDER**



**ANNEXURE V**

**(ENCLOSE DETAILED TECHNICAL SPECIFICATION OF ITEMS QUOTED AGAINST THIS TENDER, INCLUDING MAKES, DETAILED CATALOGUES, WARRANTY PERIOD ETC.)**

**NOTE: THE BIDDER SHOULD ALSO INDICATE DEVIATIONS, IF ANY FROM THE TENDER SPECIFICATIONS**

**SIGNATURE OF THE BIDDER WITH SEAL**

**ANNEXURE-VI**

**COMPLETION PERIOD**

**SIGNATURE OF THE BIDDER WITH SEAL**

Note :

- 1) Time of completion allowed is 3 weeks for each Location from the date of acceptance of Notification of Award/site clearance, whichever is later.
- 2) The bidder shall prepare a detailed program for completion with proper WBS (Work break down schedule) such that the work can be completed within the stipulated time period. (Preferably be given in MS Projects/ Primavera)

**ANNEXURE VII**

**ACCEPTANCE FORM**

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

From

To

**SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: [harikrishnankp@lifecarehll.com](mailto:harikrishnankp@lifecarehll.com), choprojects@lifecarehll.com

Dear Sir,

I / We, hereby offer to supply/install/testing/validate/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for **18 months** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH SEAL**

**ANNEXURE VIII**

**CERTIFICATE**

I / we hereby confirm that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

**SIGNATURE (S) OF BIDDER WITH SEAL**

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

**CHECK LIST FOR TECHNICAL BID**

<b>Sl. No.</b>	<b>Item</b>	<b>Yes/No</b>	<b>Remarks</b>
1	Enclosed EMD as prescribed in the tender		
2	Application of Pre-qualification duly filled, signed and sealed by the tenderer		
3	Enclosed work order and completion certificates in proof of experience – <b>Annexure I</b>		
4	Enclosed details of ongoing installations or orders in hand for similar works - <b>Annexure II</b>		
5	Enclosed Turnover Details – <b>Annexure III</b>		
6	Enclosed Details of Organization – <b>Annexure IV</b>		
7	Enclosed Technical Specification including Makes, Catalogue etc. – <b>Annexure V</b>		
8	Attached Completion Period – <b>Annexure VI</b>		
9	Enclosed signed and sealed Acceptance Form – <b>Annexure VII</b>		
10	Enclosed Certificate signed and sealed – <b>Annexure VIII</b>		

SIGNATURE OF THE BIDDER WITH SEAL

## **SCHEDULE V**

### **PRICE BID**

(To be submitted in separate sealed covers super-scribing "Price Bid" inside a main cover.)

### **ABSTRACT PRICE BID**

**Name of work:** Civil Works for the Renovation and Up gradation Of Primary Health Centers into Health & Wellness Centre at Shimla Districtin, Himachal Pradesh At 26 Locations.

<b>SI No.</b>	<b>Name of Work</b>	<b>No. of Locations</b>	<b>Amount Quoted (including GST @18%) as per Schedule (Rs)</b>	<b>Total Amount Quoted for the District (All Locations)</b>
<b>1</b>	Civil Works for the Renovation and Upgradation of Primary Health Centres into Health & Wellness Centre at various Locations in Shimla District, Himachal Pradesh	<b>26</b>		

Note:

- The eligible bidder should not exclude any location from the district. The work shall be awarded to the qualified bidder, who quotes the lowest amount for each of the district.
- Bidder shall clearly mention whether the GST included or excluded with % in the price bid. If specific indication of GST is not mentioned, then their quoted rate will be treated as inclusive of GST.
- Bidder has to quote as per the schedule of work specified in the BOQ, proposed to use for the project, and has to mark the Make/Brand in the quote/ technical / price schedule.

**SEAL OF THE TENDERER**

**Date:**

**SIGNATURE**  
**Name and Address**

SCHEDULE OF WORK - SHIMLA DISTRICT					
S.No	Particulars	QTY	UNIT	RATE	AMOUNT
<b>FLOORING</b>					
1	Cement concrete 1:4:8 (1 cement ,4 sand , 8 hard blue granite stone metal 40mm and down gauge in layers not exceeding 15 cms in depth well consolidated in foundation and levelling course under floors including necessary shuttering, in steps etc all complete as directed.	1.500	M.CUBE		
2	Grano flooring 50mm thick (minimum) composed of one part of cement , one part of sand ,3 parts of washed graded dry granite chipings all to pass through 6mm mesh free from dust including finishing the surface smooth with power trowel including necessary shuttering or glass strips to form panel of required size to be provided at no extra cost	24.000	M.CUBE		
<b>CARPENTRY WORK</b>					
3	Providing and fixing aluminium hanging floor door stopper ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade with necessary screws etc. complete. With twin rubber stopper	2.000	EACH		
	0.00				
4	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	2.000	EACH		
5	Providing and fixing bright finished brass handles with screws etc. complete: 100 mm	2.000	EACH		
6	Providing and fixing 50 mm bright finished brass cup board or wardrobe knob of approved quality with necessary screws.	2.000	EACH		
7	Providing and fixing bright finished brass door latch with necessary screws etc. complete : 250x16x5 mm	2.000	EACH		
8	Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete : 200x10 mm	2.000	EACH		
9	Providing and fixing bright finished brass butt hinges with necessary screws etc. complete : 100x70x4 mm (ordinary type)	2.000	EACH		

<b>SCHEDULE OF WORK - SHIMLA DISTRICT</b>					
<b>S.No</b>	<b>Particulars</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
10	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length ( hold fast lugs or dash fastener shall be paid for separately). Kiln seasoned and chemically treated hollock wood	0.100	M.CUBE		
11	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	2.500	M.SQ		
	0.00				
<b>MASONRY WORK</b>					
12	Providing and laying autoclaved aerated cement blocks masonry with 150mm/230mm/300 mm thick AAC blocks in super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying polymer modified adhesive mortar all complete as per direction of Engineer - In - Charge.	1.000	M.CUBE		
	0.00				
<b>PLASTERING</b>					
13	Prepare surfaces and plaster with CM 1:5(1 cement, 5 sand) ,(sponge finish) 12mm minimum thick to all external faces of brick walls including RCC surfaces not contiguous to masonry in all levels.Necessary external grooves of size 20mmx10mm shall be carried out as directed/shown by engineer-in-charge.	6.000	M.SQ		
	0.00				
14	Exposed aggregate plaster using 4/6/8 mm granite aggregate or natural stone chips over cement paste of 4mm thickness including base plaster of 12mm thickness minimum. with cement mortar 1:5 (1cement,5 sand) .The granite aggregate should be applied to uniform texture to the exterior faces of walls in strip panels or bands with necessary grooves to detail.	7.000	M.SQ		
15	Providing and laying border granite of approved pattern as shown in the drawing along with VCT/Ceramic tile using 18 mm thick granite all complete as directed. (Basic cost of Granite - Rs.180/sft).Any difference in basic price and OHP at the time of approval shall be adjusted for laid area.	18.000	RM		
<b>PAINING</b>					



SCHEDULE OF WORK - SHIMLA DISTRICT					
S.No	Particulars	QTY	UNIT	RATE	AMOUNT
16	Prepare surfaces and paint two coats of plastic emulsion paint of approved colour over two coats of Alltek S/R putty and primer all complete as per manufacturers specifications to all interior faces of walls in all floors.	72.000	M.SQ		
	0.00				
17	Prepare surfaces and paint three coats of 'Apolite Apex' paint of approved colour and manufacturer over approved primer to exterior faces of walls sunshades, facias, fins, drops etc all as per detailed manufacturer's specification at all floors.	78.000	M.SQ		
	0.00				
18	Prepare surfaces and paint with two coats of synthetic enamel paint of approved colour and manufacture over a coat of approved anticorrosive primer to iron work at all heights.	30.000	M.SQ		
	0.00				
19	Prepare surfaces and paint two coats of plastic emulsion paint of approved colour over two coats of Gypsum punning of 6 mm minimum thick and primer all complete as per manufacturers specifications to all ceilings/Walls in all floors.	72.000	M.SQ		
	0.00				
20	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	6.000	M.SQ		
	0.00				
21	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	1250.000	M.SQ		
22	Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution	58.000	M.SQ		
23	Applying a coat of mordant solution on G.S. sheet: With a solution made of 13 gms of hydrochloric acid in a solution of 13 gms each of copper chloride, copper nitrate and ammonium chloride dissolved in a litre of soft water	56.000	M.SQ		
24	Painting (two or more coats) on rain water, soil, waste and vent pipes and fittings with black anticorrosive bitumastic paint of approved brand and manufacture, over and including a priming of ready mixed zinc chromate yellow primer on new work: 100 mm diameter pipes	10.000	RM		
25	Floor painting with floor enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work	30.000	M.SQ		

<b>SCHEDULE OF WORK - SHIMLA DISTRICT</b>					
<b>S.No</b>	<b>Particulars</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
26	Polishing on wood work with ready mixed wax polish of approved brand and manufacture : New work	9.000	M.SQ		
27	Distemping with 1st quality acrylic washable distemper (ready made) of approved manufacturer and of required shade and colour complete. as per manufacturer's specification. One or more coats on old work	470.000	M.SQ		
28	Finishing walls with Acrylic Smooth exterior paint of required shade: Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface	770.000	M.SQ		
	0.00				
<b>REPAIR WORKS</b>					
29	Dismantling plastered brickwalls in cement mortar including cleaning, stacking the useful materials as directed by engineer-in-charge and dumping the dismantled debris as indicated at site, levelling, consolidating, all complete as directed and disposing the debris away from site all complete as directed.	1.000	M.CUBE		
	0.00				
30	Dismantling the existing RCC concrete including cutting the reinforcement, stacking the useful materials as directed by engineer-in-charge, dumping the dismantled debris as indicated at site, leveling, consolidating, all complete as directed and disposal of debris away from site all complete.	1.000	M.CUBE		
	0.00				
31	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge. With cement mortar 1:4 (1cement: 4 coarse sand)	18.000	M.SQ		
32	Dismantling cement concrete including disposing the debris away from site as directed by engineer in charge all complete.	1.000	M.CUBE		
33	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	1.000	EACH		
34	Mirror polishing on marble work. Granite work. Stone work where ever required to give high gloss finish complete.	97.000	M.SQ		

<b>SCHEDULE OF WORK - SHIMLA DISTRICT</b>					
<b>S.No</b>	<b>Particulars</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
35	Cleaning of choked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm dia for all depth.	31.000	RM		
36	Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	13.000	EACH		
37	Hacking of CC flooring including cleaning for surface etc. complete as per direction of the Engineer-in-Charge.	22.000	M.SQ		
38	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	18.000	M.SQ		
39	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty: Float glass panes of thickness 4 mm	6.000	M.SQ		
	0.00				
	<b>FAÇADE BRANDING</b>				

<b>SCHEDULE OF WORK - SHIMLA DISTRICT</b>					
<b>S.No</b>	<b>Particulars</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
40	Painting & finishing walls with Asian / Berger make synthetic enamel or emulsion paint of approved colour for facade branding at all elevations and at different locations including preparation of surfaces, painting the surface of wall with two coats of synthetic enamel or emulsion paint & painting matter in different sizes letters, figures, Logo, etc.with different colours, making border, scaffolding, etc. with all materials, labour, tools, tackles, etc. complete as per instruction of HLL Engineer In charge.	12.000	M.SQ		
	0.00				
<b>MISCELLANEOUS</b>					
	1.Two range of curtain cloth – Type 1 - II.				
	2. Both for doors, windows and partions.				
	3. Assorted colours plain & prints				
	4.Stitched as per site/ size requirement				
	5.Minor modifications in stitching as per site/ size requirement				
	6.Preferred colour (Brown, Cream, Beige)				
	7.Curtain price (including cloth & curtain rod) to be quoted in Squire metre				
	8.Stitching for each curtain to be absorb in the price of the cloth generally 2 meters.				
	9.Fast colours, water wash				
	10.Fabric density Non Transparent Composition				
	11.Fabric of curtain shall be soft texture, great shading, drape effect and nice doobby.				
	12.The bracket shall be side mounted and front mounted as required				
	13.First rod mount is 3.5 inches from the wall.				
	14.Where curtain used as a partition/ long length, sufficient support from ceiling should be provided to avoid sagging.				
	15.Rate quoted for fully stitched Curtain with top nepha with punch holes after lining bucramreinforced with SS / PVC islets and lower nepha 200mm double turned.				
	Type - II (Window & Door Curtain)				
41	Curtain fabric weight shall be up to 250-275 (±5%) gsm Composition of fabric shall be polyester yarn I.E. 300 denier fast colour sink age shall be (±5%) Weft and warp shall be polyester / cotton polyester mix	2.000	M.SQ		

SCHEDULE OF WORK - SHIMLA DISTRICT					
S.No	Particulars	QTY	UNIT	RATE	AMOUNT
42	Providing Retro-reflective regulatory sign board of size 1200X900 mm made out of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated lens type retro -reflective sheeting as approved by Engineer-in-charge . Letter, symbols, borders etc. will be as per HLL Design with required colour scheme on the boards and with the high intensity grade A. The aluminium sheet to be riveted to M.S. frame of angle iron of size 40x40x4 mm. The boards will be fixed to 1 No. 50x50 mm square post made of M.S. angle 50x50x4 mm, 4 m long welded to the frame with adequate anti-theft arrangement .Sheet work to be painted with two or more coats of synthetic enamel paint over an under coat (primer) and back side of aluminium sheet to be painted with two or more coats of epoxy paint including appropriate priming coat complete in all respects as per direction of Engineer-in-charge.	1.000	EACH		
	Supply and fixing sticker type signage at site (on door or similar locations) in proper line & level. The signage letters shall be made with premium quality vinyl sheet of approved colour, pasted on 3mm thick premium quality sunboard backing of approved colour, including supply of all material labour etc. required for proper completion of work. Before making the signage text & font of letters in best fit size will be set in computer so as to give aesthetic look as per sample available with HLL. The sizes of signage given below are indicative only. Actual size will be as per text setting in the computer.				
43	i) 6"X 6" (36 Sq. inch )	27.000	EACH		
44	ii) 24"X 12", (288 Sq. inch )	2.000	EACH		
45	iii) 36"X 12", (432 Sq. inch )	38.000	EACH		
46	iv) 36"X 24", (864 Sq. inch)	5.000	EACH		
	Supply and fixing sticker type signage at site (on door or similar locations) in proper line & level. The signage letters shall be made with premium quality vinyl sheet of approved colour, pasted on 5 mm thick premium quality sunboard backing with slots for removable name plate strips of approved colour, including supply of all material labour etc. required for proper completion of work. Before making the signage text & font of letters in best fit size will be set in computer so as to give aesthetic look as per sample available with HLL. The sizes of signage given below are indicative only. Actual size will be as per text setting in the computer.				
47	i) 48"X 36" (1728 Sq. inch )	1.000	EACH		
	Printing,supplying, mounting and dismounting of hoarding flex, supply of multi colour flex banners in different sizes will be mounted on iron frames with self stands.				

<b>SCHEDULE OF WORK - SHIMLA DISTRICT</b>					
<b>S.No</b>	<b>Particulars</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
48	Multi colour printing and pasting flex with iron frames of size 8x3 ( in feet ) with quality of material 13 Oz PASS at CSCs	1.000	EACH		
	Printing,supplying, mounting of angle boards on framing the same in 4mm thick acrylic sheet and 1” studs complete with 1" vinyl colour strips at the base of the board which is visible from both sides. The floor plans will be fixed on the wall with the help of screws and double tape etc. to give neat & finished look.				
49	i) 12”X 5” (60 Sq. inch )	1.000	EACH		
50	Printing,supplying, mounting at site white board of size 3' x 2' to be made up of Steam Beach wood frame of size 2" x1" wooden section. Note, The white board shall have following specification (a)Type: Non Magnetic, (b) Frame Material: Aluminum finish frame with Alloy Honeycomb Core (c) White Board Material: Melamine Writing Surface, (d) Scratch Resistant, Chemical Resistant and Stain Resistant, (e) Eco vinyl print with matt lamination pasted on white board	1.000	EACH		
	<b>Total</b>				
	<b>GST @ 18%</b>				
	<b>Grand Total (Incl. of GST 18%)</b>				
	<b>Grand Total (Incl. of GST 18%) for 26 Locations</b>				