

TENDER DOCUMENT

SUPPLY AND INSTALLATION OF PARTITION STORAGE CABINETS FOR THE RENOVATION OF NURSERY BLOCK

AT
KERALA STATE JAWAHAR BALBHAVAN,
THIRUVANANTHAPURAM



**PROJECTS DIVISION,
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012, Kerala, India

Phone +91 471 2354949 / 2775500/ 2775588

Web: www.lifecarehll.com

DECEMBER 2018

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

INVITATION FOR BIDS (IFB)

IFB No : HLL/CHO/PROJ/EXT/BALA/NUR-CAB /2018-19

Date : 26-12-2018

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

| Sl. No | Brief Description of Item/Work | Qty | EMD in Rs |
|--------|---|--------------------|-------------|
| 1 | Supply and installation of partition storage cabinets for the Renovation of Nursery Block at Kerala State Jawahar Balbhavan, Thiruvananthapuram as per the Schedule of Work enclosed. | As per Schedule VI | Rs 16,500/- |

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

- a) Date of issue of tender document - 26 -12 -2018 onwards
- b) Last date and time for receipt of bids - 09 -01 -2019 up to 15.00 Hrs.
- c) Date and time of opening of Technical bids - 09 -01 -2019, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

SENIOR MANAGER (PROJECTS),

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

3. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the

words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.

4. 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.
5. 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.
6. 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.
7. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
8. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
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 Tender is awarded to them.**

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

10. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
11. The Bid must include the following information;
 - a. Enquiry No.
 - b. EMD
 - c. Promised Delivery/Completion Schedule
 - d. Price Schedule in Format For Quoting (Schedule VI - Schedule of Work)
 - e. All other documents/certificate/information (GST No, email ID, Contact No) as specified in the bid document.

12. 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 - Technical specification
- Schedule IV - Acceptance of all conditions/specifications
- Schedule V - Proforma for Performance Statement
- Schedule VI - Schedule of Work / Format for Quoting

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

SENIOR MANAGER (PROJECTS)

SCHEDULE I

CONDITIONS OF BID

1. Definitions

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

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

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

2. Bid Information and Period of Validity

2.1 The Bid must include the following information;

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

2.3 The bid is invited for "Supply and installation of partition storage cabinets for the Renovation of Nursery Block at Kerala State Jawahar Balbhavan, Thiruvananthapuram" as per the Specification, Terms and Conditions specified in the Bid Documents. The Bidder shall give the rates inclusive of relevant taxes such as GST, duties, other levies, on the appropriate price schedule (Schedule of Work) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.

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

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

3. Format and Signing of Bid

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

4. Submission of Bids

Sealing and Marking of Bids

- 4.1 The envelopes shall be addressed to the Project Management Consultant in the following address and 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) _____

SENIOR MANAGER (PROJECTS),

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2775588

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

- 4.2 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Project Management Consultant will assume no responsibility for the bid's misplacement or premature opening.
- 4.3 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.

Deadline for submission of Bids

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

5. Clarification of Bidding Documents

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

6. Amendment of Bidding Documents

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

7. Bid Opening by Project Management Consultant

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

8. Clarification of bids

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

9. Inspection of site

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

10. Preliminary examination

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

11. Evaluation and comparison of bids.

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

12. Post – qualification

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

13. Award Criteria

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

14. Notification of Award

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

15. Security Deposit

- 15.1 On receipt of notification of award from the Project Management Consultant, Simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit, Within **10 days** of the receipt of notification of award, in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram for an amount equal to **5% of the total contract value** as Security Deposit for his faithful execution of contract and DD to be sent along with the Notification of Award to

PMC. The Security deposit shall be valid till 28(twenty-eight) days after the completion of defect liability of the Work.

15.2 The EMD submitted by the successful bidder shall be returned after the remittance of Security Deposit.

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

15.4 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.

16. Earnest Money

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

16.2 The EMD is required to protect the Project Management Consultant against risk of Bidder's conduct, which would warrant the security's forfeiture

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

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

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

16.3 The EMD may be forfeited:

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

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

(i) To furnish the Order acceptance copy

(ii) To furnish security deposit.

SCHEDULE II

GENERAL CONDITIONS OF CONTRACT

1.0 PROJECT INFORMATION

1.1 General:

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

1.2 Location of Site:

The project site is located at **Kerala state Jawahar Balbhavan, Kudappanakkunnu, Thiruvananthapuram.**

1.3 Price

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

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

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

1.4 Site Facilities:

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

2 COMMITMENT OF CONTRACTOR

2.1 Interpretation of Contract documents:

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

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

2.2 Period of Completion

Time is the essence of the contract. Time of completion allowed is **4 weeks** from the date of acceptance of **Letter Of Intent/Work Order**.

2.3 Time Schedule:

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

2.4 Default of Contractor:

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

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

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

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

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

2.5 Variation in scope of works:

- a) Variation in quantity:

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

b) Variation in drawings and specifications:

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

2.6 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.

2.7 Indemnification Clause

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

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

- vi. To protect against all claims for damage caused due to non-obtaining of insurance policy during the project period.

2.8 Force Majeure

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

2.9 Power to make alterations

The Project Management Consultant shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Project Management Consultant or his representative.

3.0 Defect liability Period:

The liability period of the work shall be 24 months from the date of completion of the work as certified by the Project Management Consultant and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at his own expense to the satisfaction of the Project Management Consultant .If the contractor fails to do so, then the Project Management Consultant shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the contractor.

3.1 Liquidated Damages for Delays

If the work is not completed and handed over to the PMC/Owner within the time stipulated in the Order, PMC/Owner may at their option, either (1) recover from the Contractor liquidated damages at the rate of 0.5 % of the total contract value for every week of delay, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Contractor and without prejudice to the other remedies/rights as per the Contract, terminate the order wholly or partially and complete it themselves or reassign it to other contractors.

3.2 Mobilization Advance:

No mobilization advance shall be paid.

4. Billing and terms of payment:

- a) The payment shall be made as under:-
 - I. 90% of the total bill will be paid against supply and installation of Furniture items at site.
and
 - II. Balance 10% will be released after acceptance & commissioning of furniture items and issue of work completion certificate by PMC and Client.
- b) The amount deposited as Security Deposit shall be returned at the expiration of defect liability period of 24 months by the Project Management Consultant.
- c) 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. Inspection And Testing

Purchaser shall have the right of access to the Supplier's works at all reasonable time to inspect and measure the progress of execution of the Order. The Supplier should make available all tools, instruments, apparatus, Furniture, facilities, services and materials to enable the Purchaser's nominee to carry out such inspection/tests without obligations. Notwithstanding such tests/inspection conducted at the Supplier's works from time to time, goods under the Order shall not be dispatched unless they have been finally inspected by the purchaser or inspection waived and dispatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to dispatch are specifically provided for in the order, sufficient advance notice shall be given to the purchaser for the purpose, and as a consequence of such inspection, if necessary, the Supplier shall arrange re-work at his own cost. Notwithstanding any such inspection/tests carried out at Supplier's works, the Furniture/equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the Order.

6. Performance Guarantee

The Supplier shall fully guarantee all of the Furniture supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any printers not performing as intended or should the design, material or workmanship prove defective within a period of 24 months from the date of successful commissioning, the Furniture shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost for the entire 24 months of warranty period. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

Even if Inspection and/or tests are fully carried out by Purchaser or their representatives, the Supplier is not absolved to any degree of his responsibility to ensure that all equipment and materials supplied comply strictly with the requirements as per specifications given in the order, and the Purchaser shall be free to point out any defect till the guarantee period is over.

7. Scope of Services, Supplies And Materials:

The scope will include all services, supplies etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

8. Special Instructions

- I. The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
- II. 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.
- III. During the execution of work, the contractor or authorized representative should be present at site.
- IV. 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.
- V. The materials used shall be as per specification and of good quality.
- VI. 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 HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
- VII. 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/Owner before completely executing the work.

- VIII. The Purchaser/Owner 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.
- IX. 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/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- X. 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.
- XI. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- XII. The Contractor shall have to co-operate with the agencies executing other works in the same area.
- XIII. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.
- XIV. Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactorily 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.

- XV. If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, the rates shall be worked out as per the latest CPWD Schedule of Rates and in case, the item is not included in the CPWD schedule, the rate shall be arrived as per prevailing Market rates.

- XVI. The Quantity shown in the schedule is an approximate estimated quantity and subject to vary as per each site conditions. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
- XVII. 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.
- XVIII. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- XIX. **Final payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

9. Entirety of The Agreement

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

10. Correspondence

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

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

11. Settlement of Disputes

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

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

SCHEDULE III

SPECIFICATION

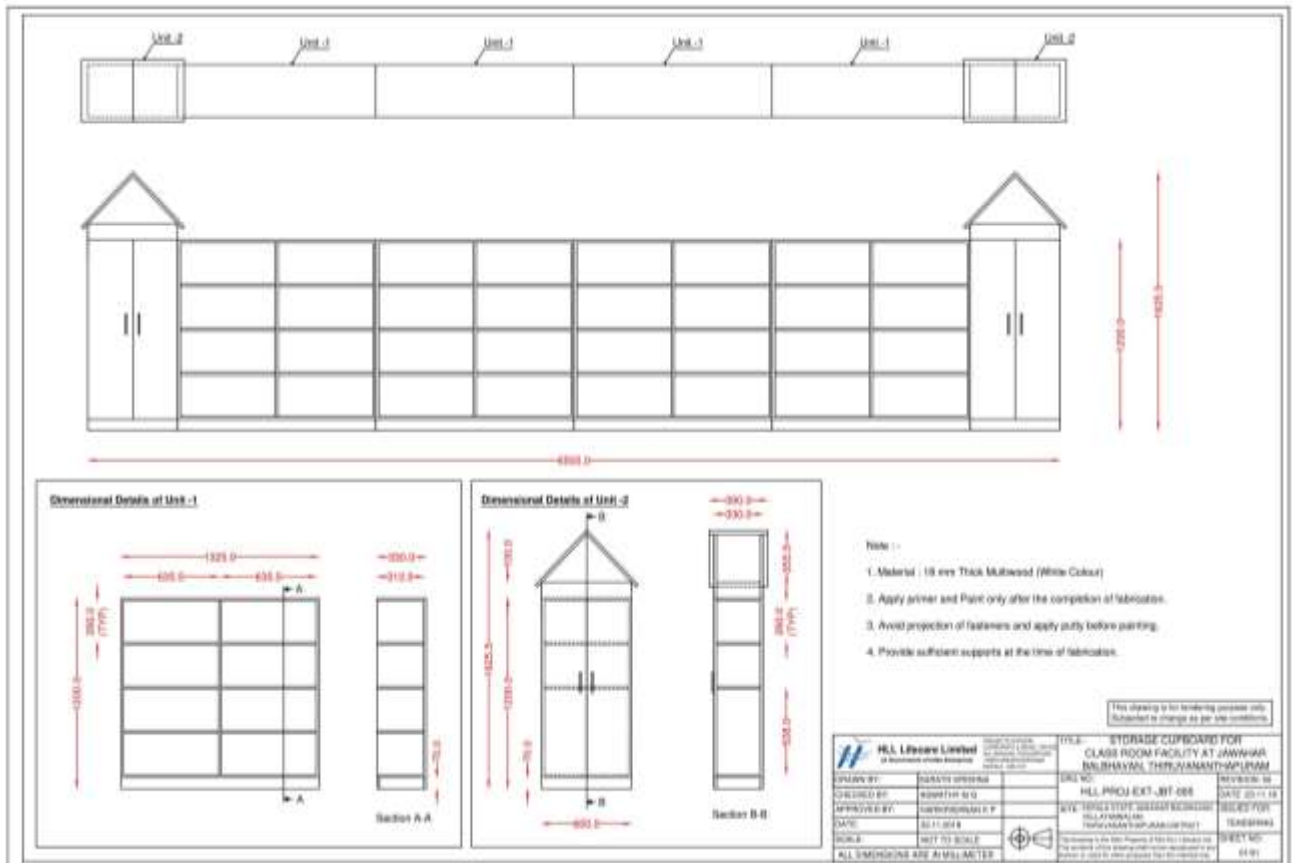
Sub: Supply and installation of partition storage cabinets for the Renovation of Nursery Block at Kerala State Jawahar Balbhavan, Thiruvananthapuram

1. Modular storage cabinet - 4 Nos

Providing and fixing modular storage cabinet made up of Multiwood 100% Ecofriendly exterior grade (Make: Thomson or equivalent) of minimum 18mm thick, in shelves as partition to KG class rooms , one side plain and other side open for storage, with cartoon characters and different shapes with two lockable storage at the both ends with chromium plated brass handles and special quality chromium plated brass cupboard locks with six levers of approved quality with necessary screws etc. complete, cutting and finishing along with necessary edge beadings, two coat auto-coated spray painting, after applying PU primer and provide necessary arrangements to avoid tilting and overturning as per direction of engineer in charge ,screws and fittings wherever required all complete as per design.

Type I: Size: 650 mm X 1200 mm – 3 Nos

Type II: Size 650 mm X 2100 mm – 1 No





Reference Image of Type I Modular storage rack

SCHEDULE IV

ACCEPTANCE FORM

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

From

To

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

Dear Sir,

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

Yours faithfully,

SIGNATURE OF THE BIDDER

SCHEDULE V

PROFORMA FOR PERFORMANCE STATEMENT

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

A. Name of Contractor/Firm/Company:

1. Postal address :

1. Telephone No. :

FAX :

2. E-Mail :

3. PAN No :

4. GST No :

5. EPF Registration Certificate :

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

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

Signature and Seal of the Bidder

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SCHEDULE VI**SCHEDULE OF WORK****FORMAT FOR QUOTING**

| | | | | | |
|---|--|-----------------|-------------|-------------------|---------------------|
| Sub: | Supply and installation of partition storage cabinets for the Renovation of Nursery Block at Kerala State Jawahar Balbhavan, Thiruvananthapuram | | | | |
| SI No | Item Description | Quantity | Unit | Rate in Rs | Amount in Rs |
| 1 | Modular storage cabinet Type I: Size: 650 mm X 1200 mm | 3 | Set | | |
| 2 | Modular storage cabinet Type II: Size 650 mm X 2100 mm | 1 | Set | | |
| Total | | | | | |
| Applicable Taxes | | | | | |
| Grand Total Amount In Rs. (Including all applicable taxes) | | | | | |
| (RUPEES IN WORDS) | | | | | |

I agree to complete the supply/install as per the schedule at the rates quoted by me as above.

BIDDER/SUPPLIER