

HLL LIFECARE LIMITED

**AS IMPLEMENTATION AGENCY OF DISASTER
MANAGEMENT, RELIEF AND REHABILITATION
DEPARTMENT OF GOVT. OF MAHARASHTRA**

INVITES

REQUEST FOR PROPOSAL (RFP)

FOR

**APPOINTMENT OF THIRD PARTY QUALITY AUDITOR
(TPQA) IN THE WORK OF CONVERSION OF EXISTING
OVERHEAD POWER DISTRIBUTION NETWORK WITH
UNDERGROUND POWER CABLE NETWORK UNDER
KONKAN DISASTER MITIGATION PROJECT IN RAIGAD &
SINDHUDURG DISTRICTS, MAHARASHTRA.**

TENDER NO: HLL/IDS/DMRR/TPQA-UGC/23-24/11

TENDER ID : 2024_HITE_191476_1



**HLL LIFECARE LTD
HLL Bhavan,
Golden Jubilee Block, 2ndFloor
Poojappura, Trivandrum-12, Kerala
Tel: 0471 2775500**

NOTICE INVITING TENDER



NIT

HLL Lifecare Ltd, as as Implementation Agency of Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra invites RFP for Appointment of Third Party Quality Auditor (TPQA) in the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra.

For details visit <https://etenders.gov.in/e procure/app>, www.lifecarehll.com and www.hllhites.com

Vice President (ID)
HITES South Operations
HLL Lifecare Ltd

DISCLAIMER

HLL Lifecare Ltd has prepared this “Request for Proposal” (RFP) document as Implementation Agency of Disaster management, Relief and Rehabilitation Department, Govt. of Maharashtra, for appointment of Third Party Quality Auditor (TPQA) in the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra.

The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

While HLL has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither they nor any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the exhaustiveness/ completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP.

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

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

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

1. **“Project”** shall mean the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra
2. **“Work”** shall mean Third Party Quality Auditor (TPQA) in the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra.
3. **“RFP”** shall mean this Request for Proposal and shall have the same meaning as Notice Inviting Bid (NIB) / Notice Inviting Tender (NIT).
4. **“Site”** shall mean the place where services as mentioned under the scope of work for the Project is to be carried out and the details of which are provided in this RFP.
5. **“Assignment Fee”** shall mean the fee to be paid by HLL to the Third Party Quality Auditor for providing the services for the Project as per the scope of works mentioned in the Contract.
6. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP.
7. **“Bidder (s)”** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.
7. **“HLL”** shall mean HLL Lifecare Ltd.(A Government of India Enterprise) having its office at HLL Bhavan, Poojappura, Trivandrum-12, Kerala who has been appointed by Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra as Implementation Agency for this project and who will supervise the work of Third Party Quality Auditor(TPQA) for which this RFP has been invited.
8. **“IA”** shall mean Implementation Agency
9. **“Client”** shall mean Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra
10. **“End User”** shall mean Maharashtra State Electricity Distribution Company Ltd. (MSEDCL)
11. **“Project State”** shall mean the state in which the work is to be performed i.e. Maharashtra.
12. **“Consultancy Firms/Consultant”** shall mean Third Party Quality Auditor (TPQA) and shall have the same meaning as Successful Bidder /Tenderer/ Consultant and with whom the Contract Agreement has been signed.
13. **“TPQA”** shall mean Third Party Quality Auditor as per the scope of services/work defined in this document.

14. **“Scope of Work”** means the document named Scope of Work, attached in the Volume III of RFP.
15. **“Evaluation Committee”** shall mean the committee constituted by HLL / Client for evaluation of the bids.
16. **“Tender Processing Fee”** shall mean the amount to be paid by the Bidders with the Bid. **“Tender Processing Fee”** is synonymous with **“Cost of RFP Documents”**
17. **“Bid Security”** or **“Earnest Money Deposit”** shall mean the amount to be deposited by the Bidders with the Bid.
18. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
19. **“LOA”/“Letter of Award”** shall mean the letter issued by HLL to the Successful Bidder inviting him to sign the Contract Agreement.
20. **“Start of Work”** shall mean the date of commencement of works by the Consultant as defined in Notice Inviting Bid.
21. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and IA for Third Party Quality Auditor Services for the project.
22. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder for satisfactory performance of the Services as per Terms & Conditions of the Contract.

SECTION-1

DETAILED NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

HLL/IDS/DMRR/TPQA-UGC/23-24/11

Dated 15.03.2024

1.1 HLL Lifecare Ltd (HLL), as Implementation Agency of Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra for this project, invites Request for Proposal (RFP) on percentage fees basis from eligible Consultant(s) /Consultant firms for the Appointment of Third Party Quality Auditor (TPQA) in the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra.

1.2

Bidding Document No.	HLL/IDS/DMRR/TPQA-UGC/23-24/11
Name of the work	Third Party Quality Auditor (TPQA) in the work of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project in Raigad & Sindhudurg Districts, Maharashtra.
Client/Owner	Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra
Brief Scope of Work	To inspect and monitor the quality of underground cabling works being executed by IA through various EPC Contractors in Raigad and Sindhudurg Districts of Maharashtra.
Estimated Cost of Project	Rs.494.66Cr (approx..) excl. GST
Estimated consultancy fee	1% (exc. GST)
Bid security/Earnest Money Deposit	Rs.5,00,000/-
Time for Completion of work	18 months or till completion of all works by the EPC Contractors in all packages
Non-refundable cost of tender / Bid document	Rs.11,800/- incl. GST to be paid online

Bank details	A/c No. 30173087695. Name of A/c: HLL Lifecare Ltd IFS Code: SBIN0004350 Bank: SBI, Commercial Branch, Thycaud, Trivandrum
Issue of RFP document	Documents shall be available online at CPP Portal https://etenders.gov.in/eprocure/app
Last date for submission of queries	19.03.2024 @10.00hrs, the bidder shall send their queries to tenders@hllhites.com and reply to queries will be published in e-tender portal.
Pre Bid Conference	-
Last Date & time of Submission of online Bids (Bid due date)	26.03.2024 @15.00hrs
Date & time of opening of Bids	27.03.2024 @15.00hrs
Dates for Bidders to make presentations to the Evaluation Committee	To be intimated later.
Date and time of submission of Performance security	15 days from issue of LOA
Date of signing Contract Agreement	15 days from issue of LOA
Commencement of work	From the date of issue of Letter of Award or date of issue of commencement letter, whichever is later
Bid Validity	120 days from the last date of submission of bid or any extension thereof.
Address for Communication	VP (ID), HITES South Operation HLL Lifecare Ltd HLL Bhavan, Golden Jubilee Block, 2 nd floor (HITES office) Poojappura, Trivandrum – 695012 Email: tenders@hllhites.com Tel: 0471 2775500/568
Contact details for site visit	Mr. Gopakumar. C Senior Manager e-mail: gopakumarc@hllhites.com Mob: 8097051200

The tender document can be downloaded from the websites <https://lifecarehll.com>, www.hllhites.com and <https://etenders.gov.in/eprocure/app>

“Corrigendum, if any, would appear only on the above web site and not be published”.

For online bidding visit <https://etenders.gov.in/eprocure/app> → tenders by organization → HITES (tender process is done through HITES, a 100% subsidiary of HLL)

Tender Document Fees/ EMD:

Tender fee (Non-refundable)/EMD as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer in the following HLL A/c details:

A/c No. 30173087695.

Name of A/c: HLL Lifecare Ltd

IFS Code: SBIN0004350

Bank: SBI, Commercial Branch,

Thycaud, Trivandrum

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

Note: Earnest Money Deposit and Cost of tender / Bid document is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organization or the concerned Ministry of Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP). No relaxation in eligibility criteria is there for MSME or Startup bidders.

Details of works:

Sl. No	Name and Description of work	Estimated cost (Excl. GST)
1	Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis in Alibaug 1 Sub Division, Alibaug 2 Sub Division & Pen Sub Division under PEN Circle	Rs.80,04,49,841.37

	and at Uran Sub Division under VASHI circle in Raigad District, Maharashtra	
2	Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis at Mhasala Sub Division, Tala Sub Division, Mangaon Sub Division, Murud Sub Division, Roha Sub division under PEN Circle in Raigad District, Maharashtra	Rs.132,42,75,475.79
3	Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis in Shrivardhan Division under PEN Circle , Raigad District, Maharashtra	Rs. 181,96,28,198.00
4	Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra	Rs.100,22,64,220.90

1.3 Significant points:

1.3.1 RFP document consists of:

Volume – I

- Section 1-Notice Inviting Bid (NIB)
- Section-2-Instruction to Bidders (ITB)
- Section-3- Scope of Work & Terms of Payment
- Section-4-Evaluation Process & Criteria

Volume – II

- General Conditions of Contract (GCC)

Volume – III

- Financial Bid

1.3.2 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in the "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.

1.3.3 HLL reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against HLL for rejection of their Bid.

1.4 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum eligibility criteria:

1.4.1 Work Experience:

- i) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- ii) The bidder should have an experience of minimum 10 years ending date of invitation of RFP in the same name and style in the field of providing Engineering Consultancy including providing Construction Supervision & Consultancy Services or TPQA services in Engineering projects
- iii) Experience of successfully completed similar works during the last last seven years ending last day of the month previous to the one in which RFP is invited:-
 - a Three similar completed works each of project value not less than 40% of the estimated cost of Project.

OR

- b Two similar completed works each of project value than 50% of the estimated cost of Project.

OR

- c One similar completed works each of project value than 80% of the estimated cost of Project.

“Similar works” means concurrent Construction Supervision/Project Management Consultancy/Project Management Agency for laying of underground HVT lines of atleast 1000 kms in a single contract for Government Client.

Note: - The above experiences claimed by the bidder should be carried out by the bidder on its own and not be sublet to any other agency.

- DPR preparation works will not be considered.

- iv) The past experience in similar nature of work should be supported by certificates issued by the Govt. client's organization clearly mentioning the length of underground cabling and project value.
- v) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of Request for Proposal as per NIT.
- vi) Joint venture / consortium of firms / companies and foreign bidders are not eligible to quote for the tenders.

vii) The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them only be allowed on submitting the valid proof of their share/ work done.

viii) Certificates in the name of other companies:

a. **Certificates of Subsidiary/Group Companies:**

Any company/firm while submitting tender can use the similar work experience of its parent/subsidiary company to the extent of the organisation's ownership. Additionally the parent organisation's commitment to fulfil all organisational requirement for the project will be considered on submission of a comfort letter. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

b. **Merger/ Acquisition of Companies:**

In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will not be considered for qualification of such Company/firm.

1.4.2 Financial Strength:

(a) **Turnover:** Average annual financial turnover from consultancy services should be at least Rs.50.00Cr during the immediate last three consecutive financial year ending 2022-23.

The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last Five years to be submitted.

The multiplication factor of 7% per annum simple rate is applicable on the Annual financial turnover figures.

This should be duly certified by the Chartered Accountant.

(b) The bidders are required to upload page of summarized Balance Sheet (Audited) and page of summarized Profit & Loss Account (Audited) for immediate last three years.

1.5 The intending tenderer (s) must read the terms and conditions of this RFP document carefully. He should only submit his bid if eligible and in possession of all the documents required.

1.6 Information and Instructions for tenderers posted on website shall form part of bid document.

1.7 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://lifecarehll.com>, www.hllhites.com or <https://etenders.gov.in/eprocure/app> free of cost.

1.8 The intending tenderer (s) must have valid class-III digital signature to submit the bid.

1.9 On opening date, the Consultant(s) Firms can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

1.10 Consultant(s) Firms should upload documents in PDF format.

- 1.11 Consultant(s) Firms must ensure to quote rate in percentage. The rate shall be quoted up to 2 (two) Decimals only.
- 1.12 If any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO) and the bid submitted by him shall be categorized as unresponsive and be ignored.
- 1.13 Notwithstanding anything stated above, HLL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of HLL.
- 1.14 The Consultant(s) Firms is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 1.15 The Consultant(s) will not be allowed to further sublet the work awarded to any other firm/agency.
- 1.16 HLL reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
- 1.17 **Earnest Money Deposit:**

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be remitted online and scan copy of proof of remittance to be uploaded in the e-tender portal along with the bid.
- 1.18 **List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission:**
 - a. Proof of remittance of EMD and e-tender processing fee
 - b. Form of Bid- (Form A)
 - c. Power of attorney for person authorized for signing /submitting the RFP (Form-D)
 - d. Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G) – Not Applicable
 - e. Copy of Initialled RFP Documents
 - f. Documentation of Experience of successfully completing projects of similar nature in the form T-1(A).
 - g. Details of Projects completed in the Last Seven Years meeting the eligibility criteria in the form T-1(B)
 - h. Performance Report certificate issued by client T-1(C)
 - i. Financial Information in Form T-1(D).
 - j. Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)
 - k. Corrigendum / Addendum / Other documents, if any
 - l. Annexure-I: Affidavit duly notarized by notary public on Non-Judicial stamp paper of Rs. 100 for correctness of document/information.
 - m. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).

NOTE:

- i All bidders shall submit EMD and e-tender processing online. Exemption if any will be mentioned in the NIT
 - ii The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with their bids.
 - iii The information should be submitted in the prescribed Proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
 - iv Bidders shall submit additional documents only if HLL asks for
 - v All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection.
- 1.19 The bid submitted shall become invalid, if:
- i) The tenderer is found ineligible.
 - ii) The tenderer does not upload all the documents as stipulated in the bid document.
 - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 1.20 The bid for the works shall remain open for acceptance for a period of 120 days from the last date of submission of bid including the extension there of given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to HLL, then HLL shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD as aforesaid. Also the bid once withdrawn shall not be considered again upon receipt of any subsequent request by the bidder. Further the tenderers shall not be allowed to participate in the re-bidding process of the same work.
- 1.21 The acceptance of any or all tender(s) will rest with HLL who does not bind itself to accept and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 1.22 On acceptance of tender, the name of the accredited representative(s) of the Consultant(s) Firms who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 15 days of issue date of Letter of Award (LOA) by HLL.
- 1.23 The bidder shall fully comply with the Department of Industrial Policy & Promotion, Ministry of Commerce, Govt. of India (DIPP's) PPP-MII order no P- 45021/2/2017/E II dated 15.06.17 and any further revision at any later date as applicable during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs. 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies) as applicable.

- 1.24 The bidder shall ensure that all approved makes for respective items to be used in the works proposed are Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 of Ministry of Commerce, Govt. of India or any subsequent revision as applicable.
- 1.25 The bidder shall fully comply with the Ministry of MSMED Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Bidders) during the entire tenancy of the contract as applicable.
- 1.26 HLL reserves the right to accept or reject any Request for Proposal without assigning any reason or incurring any liability whatsoever.
- 1.27 Prospective bidders are advised to regularly scan through e-tender Portal <https://etenders.gov.in/e procure/appand> www.hllhites.com, www.lifecarehll.com as corrigendum/ amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Vice President (ID)
HITES South Operations
c/o HLL Lifecare Ltd.

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 Introduction

The Consultant(s) Firms are invited to submit a Technical bid together with a financial bid.

Consultant(s) Firms should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultant(s) Firms should visit the site(s) before submitting a proposal.

HLL shall provide the available relevant information to the Consultant(s) Firms. However, HLL shall not be responsible for any loss or financial damages on account of use of such information by Consultant(s) Firms & Consultant(s) Firms are advised to collect their own information for preparation and submission of bids. The Consultant(s) Firms shall be responsible for obtaining licenses and permits to carry out the required services. Consultant(s) Firms shall bear all costs associated with the preparation and submission of their proposals, site visits etc.

HLL / Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant(s) Firms.

2.2 Eligibility Criteria & Disqualification:

The eligibility Criteria is as at Section- I. It may be noted that even if a Bidder meets the eligibility criteria, the HLL may, at their discretion and at any stage during the selection process or execution of the Consultancy work, order disqualification of the Consultant(s) Firms if the Consultant(s) Firms has been blacklisted/debarred by HLL Lifecare Ltd. & its subsidiaries, Ministry of Health and Family Welfare or Ministry of Finance, Govt. of India, Any State Govt. / departments from participating in the present tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid. Even if a Bidder meets the above criteria, HLL may disqualify the Bidder if:

- a. The Bidder has:
 - i. Made misleading or false representations in the forms, statements and attachments submitted; or
 - ii. Submitted more than one Bid for the same work.

2.3 RFP Documents

2.3.1 Contents of RFP Documents

RFP Document shall consist of the documents listed in Notice Inviting Bids along with any schedules, addendum or corrigendum etc. issued by HLL for the purpose.

2.3.2 Pre-Bid Conference

HLL may conduct a pre-bid conference at the time and venue mentioned in Notice Inviting Bid to answer any queries that the Bidders may have in connection with the proposed work.

2.3.3 Clarifications

Bidders can seek clarifications to the RFP document by writing at the mailing address of HLL or during pre-bid conference. The clarifications shall be uploaded on CPP e-tender Portal - <https://etenders.gov.in/eprocure/app> and www.hllhites.com, www.lifecarehll.com

2.3.4 Amendments to the RFP Document

- i. At any time prior to the deadline for the submission of Bids, HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
- ii. The addendum/ corrigendum will be available on CPP e-tender Portal <https://etenders.gov.in/eprocure/app> and www.hllhites.com, www.lifecarehll.com. Separate notification/advertisement will not be made for this in the print media.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HLL may, at its discretion, extend the deadline for the Submission of Bids.

2.4 Preparation of Bid

2.4.1 Bidders responsibility

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder should examine carefully all the contents of RFP as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, Scope of work etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and HLL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2.4.2 Project Inspection and Site Visit

- i. The Site information given in this RFP is for guidance only. The Bidder should visit and examine the Site and its surroundings at his/their cost and obtain all information that they may deem necessary for preparing the Bid. Bidder can obtain information from HLL regarding contact persons for the site visit.
- ii. Any expenditure towards preparation of bids and presentations etc. shall be borne by the bidder at his/ their own cost. HLL shall not be liable for such costs, regardless of the

outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by HLL.

2.4.3 Documents Comprising the Bid

The Bidders shall submit their bids in two parts i.e., (i) Technical Package & (ii) Financial Package /Bid.

(I) Technical Package/Bid shall contain the following:

- a) Form of Bid, as per Form A
- b) Checklist for the enclosed documents as per the format attached as Annexure 1
- c) Proof of online remittance of e-tender processing fee and Bid Security/ Earnest Money Deposit (EMD)
- d) Power of Attorney as per format given (in favour of the authorized signatory of the Bidder) to submit Bid.
- e) Initialled RFP document as listed of Notice Inviting Bids
- f) Documentation of Experience of successfully completing projects of similar nature in the meeting the eligibility criteria as per above, with certificate issued by the Govt. Client Organization for the said works as per for each work.
- g) Details of similar Projects completed in the Last Seven Years meeting the eligibility criteria as per with certificate issued by client as per format given for each work.
- h) Financial Information.
- i) Undertaking against blacklisting/debarred.

The Bidder is required to submit certificate of completion of assignment issued by the respective Client Organization as a proof of meeting the Eligibility Criteria stipulated in the tender. Self-Certification by the firms for their works shall not be considered for prequalification.

However, HLL reserves the right to seek any clarification from bidders for details submitted with this package of Bid. Wherever sought, during evaluation by HLL, the Bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc. clearly giving the reference to the evidence against the relevant portion.

- a) **Technical Bid** – All such documents which are required to substantiate technical criteria are to be submitted in this part.
- b) **Organizational Capability – Proposed team for the assignment**
 - i) An organization chart for the present Consultancy Assignment with roles and responsibilities of each key staff member (identified by name), within the overall work program
 - ii) Academic qualifications and Relevant work experience of the Team Leaders and Key Resource Personnel of the staff along with copies of supporting documents duly signed by the authorised signatory.

- iii) CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last Seven (7) years.
- c) **Technical Proposal by bidder:** The Bidder shall submit a technical proposal w.r.t the proposed approach & methodology along with the technical bid, covering the following details:
- i) Demonstration of bidder's competence for providing required services for TPQA for this project based on previous project / projects
 - ii) Proposed Approach and methodology for TPQA of Underground Cabling projects.
 - iii) Assignment of Professional Team

Evaluation of technical bids shall be as per Section 4 of this document.

Note:

- a. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of HLL shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- b. All documents issued for the purpose of bidding as described in Notice Inviting Bids and any amendments issued in accordance with Clause 2.5.4 shall be deemed as incorporated in the Bid.

(II) FINANCIAL PACKAGE / BID shall comprise the following:

FINANCIAL BID: The financial bid should be submitted **online** only. Physical submission of financial bid will not be accepted and tender shall be rejected. The financial package should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, etc. excluding Goods & Services Tax. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO). Bids containing any conditions in Financial Bid shall be summarily rejected.

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

Bidders may note that the price should not be indicated in any of the document enclosed in Technical Package. Non-compliance shall entail rejection of the bid. Any addition, modification, alteration etc. if observed in any of the bid documents containing all volumes (all parts) at any stage then the bid shall be summarily rejected.

2.4.4 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be written in the English language. Supporting documents and printed literature furnished by the Bidder, if any, may be in another language provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than

English and which is not accompanied by an accurate English translation may not be considered.

2.4.5 Currency of Bid

All payments for the project shall be made in Indian Rupees only.

2.4.6 Bid Security/Earnest Money Deposit (EMD)

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Notice Inviting Bids.
- ii. Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
- iii. The EMDs of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, after opening of the Financial Bids, the EMDs of technically qualified other than successful bidder will be return within 30 days after opening of the Financial Bids.
- iv. The EMD of the successful Consultant(s) Firms will be returned after the Consultant(s) Firms has furnished the required acceptable Performance Security and executed the Contract Agreement.
- v. No interest shall be paid by HLL on the EMD.
- vi. The Bid Security shall be forfeited:
 - a. If a Bidder withdraws his Bid during the period of Bid Validity, or
 - b. If, any unilateral revision in the offer is made by the bidder during the validity of the offer.
or
 - c. In the case of the Successful Bidder,:
 - i. The necessary Performance Security for performance is not furnished per RFP document and/or
 - ii. the Contract is not signed within the time limit specified
 - d. The Bidder tries to influence the Bid process/ employees of HLL/ members of Evaluation Committee in any manner or breaches standards of ethics
 - e. If the bidder furnishes any incorrect or false statement /information/document
 - f. If bidder commits any breach of Integrity Pact

2.4.7 Bid Validity

Bids shall be valid for a period as specified in Notice Inviting Bids.

2.4.8 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HLL may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

2.4.9 Format and Signing of Bid

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

- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink and to be scanned and uploaded in the e-tender portal.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HLL, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be digitally signed by a person duly authorized to sign the Bid documents and to be scanned and uploaded in the e-tender portal.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.4.10 Sealing and Marking of Bids

- i. The Bid shall be submitted along with documents and as per the mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.
- ii. **Please note that the price should not be indicated in any of the documents uploaded in Technical package part.** Non-compliance shall entail rejection of the Bid. The contents of Technical Package shall be as detailed under Clause 2.4.11 herein.
- iii. Consultant(s) Firms must ensure to quote rate in percentage. The rate shall be quoted up to 2 (two) Decimals.

2.4.11 Submission of Bids:

- a. The last date for submission of completed RFP is given in Notice Inviting Tender. HLL may, at their discretion, extend this date, in which case all rights and obligations of the CLIENT/ HLL and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of RFP is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of RFP.
- b. The documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. CLIENT/ HLL shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- c. The Financial Package / Bid should be submitted ONLINE only. Physical submission of financial bid will not be accepted and RFP shall be rejected.

2.4.12 Modifications/ Substitution/ Withdrawal of Bids

- i. No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- ii. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HLL before the last date for submission of Bids.
- iii. Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified, and withdrawal shall be considered only in case both are same.

2.4.13 Bid Due Date

- i. Bids should be submitted on or before the stipulated date and time as specified in Notice Inviting Bids.
- ii. HLL may at its sole discretion, extend the Bid due date by issuing an addendum.

2.4.14 Power of Attorney

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HLL and act as the contact person. The format for the power of attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/ Partner/Proprietor himself, Power of Attorney is not required.

2.5 Bid Opening and Evaluation

2.5.1 Bid Opening

- i. The Bids will be opened online at HLL Lifecare Ltd, HLL Bhavan, Golden Jubilee Block, 2nd floor, Poojappura, Trivandrum-12 in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids through e-tender portal. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iii. On opening of Bid, the Bids will be examined to see if they are complete, and contain all documents as mentioned in the documents do not meet the requirements of the RFP, a note will be recorded accordingly by HLL and the said Bidder's Proposal will not be considered for further processing/evaluation.
- iv. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HLL or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- v. The proposals shall be valid for a period of 120 days from the last date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

2.5.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, HLL will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
 - a. Is received by the Bid due date as per Notice Inviting Bids including any extension thereof, if any.
 - b. Is accompanied by the Power(s) of Attorney as specified
 - c. Contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.

- d. Is valid for the validity period as set out
- e. Is accompanied with required cost of tender / tender processing fee.
- f. Is accompanied with the Bid Security/EMD
- g. Conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HLL's rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by HLL. The decision of HLL as to which Bids are not substantially responsive shall be final and binding.

2.5.3 Evaluation of Bids

- i. CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the RFP. HLL would examine and evaluate Bids in accordance with the criteria set out in **Section 4**.
- ii. HLL reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or found out; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

2.5.4 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical package only. Bidder shall not be allowed to submit, on their own, additional information or document subsequent to the date of submission and such document if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidder accurately and specifically in their technical proposal avoiding ambiguous answers. However, HLL reserves the right to seek any clarification from Bidders for details submitted with technical package.

2.5.5 Confidentiality

- i. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.
- ii. Any effort by a Bidder to influence the employees of Client / HLL / members of Evaluation Committee in the process of examination, clarification, evaluation, and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

2.6 Award of Contract

2.6.1 Letter of Award

- i. Prior to the expiry of the period of Bid Validity, HLL will notify the successful Bidder, to be confirmed in writing by email/registered post/ by courier. This letter (hereinafter and in the Conditions of Contract called "the Letter of Award") shall mention the sum which, HLL

will pay to the Consultant(s) Firms in consideration of the work performed by the Consultant(s) Firms as prescribed by the Contract (hereinafter and in the conditions of Contract called "the Assignment Fee") to the satisfaction of HLL. No correspondence will be entertained by HLL from the unsuccessful Bidders.

- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder, HLL will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

2.6.2 Signing of Agreement

- i. HLL shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HLL and the Consultant through their authorized signatories will be supplied by HLL to the Consultant.
- iv. In case Successful Bidder does not sign the Contract Agreement with HLL, HLL reserves the right to forfeit EMD / Performance Security.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

2.7 Conflict of Interest

2.7.1 HLL requires that Consultant provides professional, objective, and impartial advice and at all times hold HLL's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

2.7.2 Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

- (i) **Conflicting activities:** A firm that has been engaged by HLL to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide consulting assignment /job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery etc.
- (ii) **Conflicting assignment/job;** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Client/HLL.

- (iii) **Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of HLL's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been disclosed and thereafter resolved in a manner acceptable to HLL throughout the selection process and the execution of the Contract.

2.8 Employment of Officers/ Retired Officers of Client / HLL

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of Client /HLL in any capacity unless such employee has completed at least One year post retirement/ resignation or had obtained a "No Objection Certificate" specific to this effect from Client /HLL as the case may be.

2.9 Standards of ethics:

HLL desires that the Consultant shall observe the highest standard of ethics during the currency of this contract.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

"Collusive practice" means a scheme, arrangement or understanding between two or more Consultants, with or without the knowledge of HLL, designed to establish prices at artificial non-competitive levels.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract. (b) It is further provided that:-

- (i) HLL will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question.
- (ii) HLL will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

2.10 HLL's right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, HLL reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for HLL's action.

HLL reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- a. In case no Bid is received.
- b. occurrence of any event due to which it is not possible to proceed with the selection process,
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
- d. it is discovered that Bidders have breached standard of ethics,
- e. Any other reason, which in the opinion of HLL necessitates the cancellation of the selection process.

On occurrence of any such event, HLL shall notify all the Bidders within 7 days of such decision. HLL shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. HLL is not obligated to provide any reason or clarification to any Bidder on this account. HLL's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by HLL on this account.

HLL further reserves the right to abandon the project or to retender or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses (a) to (d) above or for any other reason.

SECTION 3

SCOPE OF WORK & TERMS OF PAYMENT

3.1 Purpose of the Assignment

Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra is the nodal department of Govt. of Maharashtra tasked with the objective of providing relief and rehabilitation in cases of any disaster occurring in the state. In view of the Cyclones having impacted the state in the past and in line with NDMA guidelines, have appointed HLL Lifecare Ltd as one of the Implementation Agency for conversion of 22kV and LT Overhead Lines (OH) to underground cabling network and associated network.

3.2 Project Scope :

The Project entails conversion of critical Overhead Electrical Infrastructure, such as Overhead Lines, Pole mounted Transformers, Feeder Pillars to Underground Power lines, Plinth mounted Transformers and Ring Main Units (RMU) in Raigad and Sindhudurg districts of Maharashtra.

22kV OH lines and LT OH lines are to be converted to UG lines by using cables along with other electrical infrastructure such as RMUs.

3.3 Objectives of the Third Party Quality Audit:

- Assist the IA to maintain the quality standards of the civil and electrical works by independent assessment/audit of the quality of works at various stages of conversion of overhead electrical network to underground electrical network.
- Certify the quality, and provide the necessary guidance and support to address any necessary improvements for proper completion and handing over the completed work to end user i.e. MSECDL.

3.4 Scope of Work/Tasks:

The project completion period shall be 18 Months from the date of issue of LOA or issue of commencement letter whichever is later. Whole work is divided into multiple geographical sections for award to multiple contractor as decided by HLL, keeping in view project execution target by the client.

Consultant as TPQA shall be responsible for the following, but not limited to:

- i. 'TPQA' shall prepare and submit to HLL a 'Quality Assurance Plan' for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'TPQA' will intimate HLL, Project Team, both on - site and off-site, associated with execution of the work
- ii. To conduct joint survey with the selected EPC contractor and submit the report
- iii. To review the designs submitted by the EPC Contractor

- iv. The TPQA, during the construction period shall be available on a continuous basis during the project execution period at the project site in order to inspect the quality of works, ensure conformity with technical requirements stipulated for the works.
- v. Monitoring for periodic review will be carried out by TPQA and will update the progress of work on weekly & monthly to HLL, or as and when demanded by HLL/Client.
- vi. Monthly Expenditure Statement (MES) and Monthly Information Report (MIR) shall be submitted by TPQA to 'HLL/Client' as comprehensive reports on progress of physical completion of various activities and Milestones vis-à-vis earlier planned activities/ Milestones for the overall completion of the specific work shall be as per work schedule provided by client.
- vii. 'TPQA' shall intimate 'HLL' about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from 'Client' before continuing/ incurring the extra/ additional expenditure.
- viii. The 'TPQA' shall assist to obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild- life clearances; and shifting of religious shrines etc) to start the work have been obtained
- ix. 'TPQA' shall ensure adequate availability of all the required resources for successful implementation of works
- x. 'TPQA' shall ensure that Contractor(s) engaged for project implementation comply with all statutory obligations related to workmen deployed at the Construction Site.
- xi. 'TPQA' shall be responsible for providing Physical Progress Reports to HLL in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the –work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account 'Client's observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.
- xii. 'TPQA' shall also be responsible for providing to HLL Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released.
- xiii. 'TPQA' shall be responsible for day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines of NDMF/ SDMF / Govt. of Maharashtra, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.
- xiv. 'TPQA' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from

- concept to completion . 'TPQA' shall adopt all the above said measures for successful completion of the works within Approved Cost and agreed Time period.
- xv. 'TPQA' shall effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work progressively vis-à-vis approved Plans & Specifications and as per agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures.
 - xvi. Checking of all the construction materials arriving at site to ensure that they are in compliance with the requirements of the specification and the applicable standards.
 - xvii. Assist HLL in carrying out Factory Acceptance Test (FAT) for the material to be supplied for the project at actual cost.
 - xviii. Assist HLL in verifying the bills of the EPC Contractor
 - xix. Monitoring and supervision to ensure that project work is executed as per quality of workmanship and standard as prescribed and workmanship as required under the construction contract to be executed.
 - xx. Ensure the compliance with the plan of action and decide on the basis of the results of the testing on whether the said facilities are sufficiently sound to be incorporated in the permanent works without affecting later operation and functioning.
 - xxi. Review the testing and inspection of materials of construction, machineries, and equipment.
 - xxii. Inspect the Proper alignment of components, trenching, bedding, and refilling and compaction etc.
 - xxiii. Reporting on adherence to safety codes, labour laws, byelaws and regulations and avoidance of public inconvenience.
 - xxiv. Reporting on Quality Assurance systems and quality of executed works as per Checklist for Quality Assurance Plan.
 - xxv. Reviewing the test results/certificates of all construction material and /or sources of material and undertake additional tests as necessary to assess the quality of works as 2nd tier quality control.
 - xxvi. Monitoring the construction method by assessing the adequacy of the contractor's input materials, labour, equipment, and construction methods.
 - xxvii. In the event of technical problems arising on site, assist the contractor in overcoming them in the interest of the Client / works.
 - xxviii. Handing over of Completed Work:
 - a. 'HLL/Client' shall raise a Request for Inspection (RFI) to the authority to whom work is intended to be handed over on completion when about 90% of work has been completed. 'Client' however may decide more frequent RFI states depending upon the critical nature of certain components of the work. TPQA shall assist HLL/Client during this process.
 - b. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'TPQA' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components.
 - c. All required assistance to be provided for handing over the completed work to end user.

3.3 Terms of Payment

3.3.1 Assignment Fee:

HLL shall pay to the successful Consultant, an Assignment fee equivalent to a sum of their quoted percentage of payable fee in the Financial Bid/Proposal for providing the services as required under the scope of work mentioned in the Contract Agreement. The said fee is excluding GST, but inclusive of all the direct and indirect taxes, duties/ cess, to be paid by the Consultant, any other fee/ expenditure incurred by the Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HLL requirement.

Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian tax laws.

The payment of fee to the TPQA shall be based on the actual cost of work executed by the EPC Contractor. While computing Consultancy fee, following will not be considered in actual cost of work executed:

1. Cost of land, if any.
2. Payment to statutory bodies/local authorities / Green Building Certification Authorities/State/Central Government.
3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
4. HLL agency charges.
5. Contingencies charges
6. R&I Charges
7. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
8. Arbitration / Litigation & other miscellaneous expenses incurred w.r.t the project.

3.3.2 Payment Terms

Payments shall be made as per Clause-8 of Volume-II of the RFP. All the stage payments as below shall be done after acceptance and approval of deliverables by HLL

SI. No.	Key Deliverables	Stage Wise Payment	Cumulative Payment
1.	Submission of Inception Report	10%	10%
2.	Submission of Joint Survey (with EPC Contractor) Report	8%	18%

3.	Construction & Installation Stage: On monthly basis for 12 months (will start after commencement of work by EPC Contractor at site)	6%	90%
4.	On completion & handing over of the project to end user on Sub Division wise Basis	10%	100%

Note: The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and/or as decided by HLL or as decided by a statutory body.

The time period includes the time required for giving approval by HLL to the deliverables for the respective activity. The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, deployment of manpower, attending meetings, coordination meetings and conferences and making suitable presentations.

The Consultant shall assist in preparation of detailed drawings by the EPC contractor necessary for obtaining all required statutory approvals ensuring compliance with codes, standards and legislation, as applicable and also assist in obtaining statutory approvals thereof, as required.

The Consultant shall provide the following personnel for completion of the assignment for the duration of the project:

SN	Description	No. of Personnel	Experience
1	Team Leader	1	B.Tech (Elec/ECE) 15 years with atleast 2 projects of underground cabling
2	Senior Project Engineer	5	B.Tech (Elec/ECE) 7 years with atleast 1 project of underground cabling or RDSS experience
3	Quality Control Engineer	1	B.Tech (Elec/ECE) 5 years of Experience
4	Finance Expert	1	CA / ICWA /CMA with 5 years of Experience
5	Field Engineers (to be deployed in different zones based on direction of HLL EIC)	16	B.Tech/Diploma (Elec/ECE) with 2/3 years of Experience.

SECTION 4

EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Process

- 4.1.1 The Technical Package Part I of those bidders, whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 1.4 (Minimum Eligibility Criteria) in respect of experience of similar class of works completed and financial criteria etc. These will first be scrutinized and bidder's eligibility for the work will be determined.
- 4.1.2 The Bidders who are found eligible in the Technical Package Part I, evaluation i.e. they meet the Minimum Eligibility Criteria as per NIT shall be considered and invited to make a presentation to the Evaluation Committee demonstrating the Methodology as given in of Clause 4.2.
- 4.1.3 The Technical Proposal shall be evaluated by the Evaluation Committee for the parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score.
- 4.1.4 Bidders securing minimum 70% marks overall shall be declared as technically successful bidders.
- 4.1.5 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring the next higher Technical Score ranked T-2 and so on.
- 4.1.6 In case of a tie, the bidder getting higher marks in the presentation will be ranked higher for Technical Evaluation.

4.2 Technical Evaluation Criteria (Maximum marks 100)

Sl. No.	ATTRIBUTES	EVALUATION
1.	Financial Capability (20 Marks)	
	Average Turnover in last 3 Financial Years, (TAV)	60% marks for minimum eligibility criteria
		100% marks for 1.5 times the minimum eligibility criteria or more
		In between 60% and 100% – on pro rata basis
	Doc. Proof – Form T1-D and Balance Sheets, P&L	
2	Experience in Underground Cabling Projects of HVT lines(20 Marks)	
	Number of Projects with Underground Cabling component of HVT lines and with minimum length of 100kms under single contract	5 Marks No. of Projects ≤ 2
		10 Marks No. of Projects ≤ 3
		20 Marks No. of Projects ≤ 4
	<i>Doc. Proof: Completion / Performance certificate from respective clients'</i>	

Sl. No.	ATTRIBUTES	EVALUATION
3	Achievement of having supervised undergrounding of Electrical power cables in a single project (20 Marks)	
	Achievement of having supervised Electrical Power Cables (in a single project)	10-Marks for having supervised 1000kms of underground power cables.
		15 Marks for having supervised upto 1500kms of underground power cables
		20 Marks for having supervised upto 2000 km of underground power cables.
<i>Doc. Proof: Completion / Performance certificate from respective clients'</i>		
4.a	Experience of working with concerned end user (10 Marks)	
	Experience of working with Concerned end (MSEDCL)	5 marks for 1 No. of Projects
		7 marks for 2 Nos. of Projects
		10 marks for 3 Nos. of Projects
<i>Doc. Proof: work order / Completion / Performance certificate from respective clients'</i>		
4.b	Experience of working in the State (10 marks)	
	Experience of working in the State of Maharashtra (no. of years ending date of issue of RFP)	5 marks for experience upto 5 years
		7 marks for experience upto 10 years
		10 marks for experience above 10 years
<i>Doc. Proof: work order / Completion / Performance certificate from respective clients'</i>		
5	Methodology & Understanding of Scope of Work (20 Marks)	
Note – This would be based upon proposal to be submitted by the bidders. HLL may invite the bidders to make presentation if required		
	a. Demonstration of bidder's competence for providing required services for TPQA for this project based on previous project / projects	
	b. Proposed Approach and methodology for TPQA of Underground Cabling projects.	
	c. Assignment of Professional Team	

Note: The bidder shall score minimum 70% marks in aggregate in technical bid evaluation to qualify for price bid opening

4.3 Technical Bid

- 4.3.1 In preparing the technical Bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requisite information shall be at their own risk and may result in rejection of their Bid.
- 4.3.2 The technical Bid should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:
- i) **Corporate Qualifications:** Describe the firm's specific corporate qualifications, i.e. its full range of capabilities, specific relevant experiences (in concurrent supervision by own staff) and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to bear in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Concurrent supervision of projects with underground cabling of HVT lines as part of electrical infrastructure. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates etc.
 - ii) **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.
 - iii) **Assignment of Professional Team:** The Bidder shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).

CVs recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last twelve (12) years.

4.3.3 Bidder shall submit the Financial Information as per Form T-1 D

4.3.4 The technical Bid shall include all information as required and shall not include any information related to their financial Bid.

4.4 Financial Bid

The financial bid should be submitted online only. Physical submission of financial bid will not be accepted and tender shall be rejected. The financial package should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, etc. as applicable till the date of NIT, but excluding Goods & Services Tax.

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

4.5 BID EVALUATION

Evaluation of bids shall be carried out by the **Evaluation** Committee appointed by HLL by allocating marks to the **Technical Bid** as per clause 4.2.

After the evaluation of Technical Bids is complete, HLL shall notify the eligible bidders indicating the date and time set for opening the Financial Bids.

The Financial Bids shall be opened in the presence of the eligible Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

- a. Financial Bid: As already mentioned the Financial Bid should be online only.
- b. The financial Bid shall be submitted by the bidders in the format uploaded in e-tender portal only. Financial Bid submitted in any other format will stand disqualified & rejected.

Lowest financial Bid (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial Bids (Fo) shall be computed as follows:

$$Sf = 100 \times Fm (\text{Lowest financial Bid}) / Fo (\text{Other financial Bid})$$

- c. The representative's authorization shall be confirmed by written power of attorney accompanying the Bid.
- d. Bids determined to be substantially responsive will be checked by HLL for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :
 - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
 - ii. Incorrectly added totals will be corrected.
 - iii. In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail
- e. The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialled by the authorized person.

4.6 Final Ranking:

Bids shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weightage given to the technical Bid=80%; F=the weightage given to the financial Bid=20%; Total T+F = 100) indicated below.

$$\text{Total Score (S)} = St \times T + Sf \times F$$

The bidder securing the highest total score (S) shall be declared successful and considered for award of work. In case of a tie, bidder with higher technical score will be considered for award of work

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

- 4.7** HLL reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. HLL also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

ANNEXURE 1 - CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

Sl. No.	Document	Mode of submission	Page no.
TECHNICAL PACKAGE			
1.0	Form of Bid (Form A)	Online	
2.0	Tender Processing Fee	Online	
3.0	Bid Security	Online	
4.0	Power of attorney for person signing the Bid (Form D)	Online	
7.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G) (Not Applicable)	Online	
8.0	Initialed Bid Documents	Online	
9.0	Documentation of Experience of successfully completing projects of similar nature in the form T-I(A)	Online	
10.0	Details of completed in the Last Seven Years meeting the eligibility criteria in the form T-1(B)	Online	
11.0	Performance Report certificate issued by client T-1(C)	Online	
12.0	Financial Information in Form T-I(D).	Online	
13.0	Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)	Online	
14.0	Form T-2 – Details of the Team Leader & Team members	Online	
FINANCIAL PACKAGE			
15.0	Financial bid	Online	

Note: The bidder shall submit the Original documents if required by HLL.

FORMATS & ANNEXURES

FORM OF BID

To,

(RFP Inviting Authority)

(HLL Address)

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Scope of Work & Terms of Payment, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Scope of Work & Terms of Payment, Notice Inviting Bids, Instruction to Bidders and addenda for the work of -----.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold HLL responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this RFP for a minimum period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications/ amendments by HLL in the terms and conditions of the RFP.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HLL, if it finds to the contrary, to declare our Bid to be noncompliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;

- a. All documents as per the checklist
- b. Bank guarantee for Rs.(Rupees _____only) issued by(name of the bank) valid until towards Bid Security

Note: (i). The Appendix forms part of the Bid

(ii) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2024**

Signature

.....

Name..... in the capacity of duly authorized to sign Bids for and on behalf of

Address

.....

..... Telephone / Mobile No:

.....

Witness – Signature

Name

Address

.....

Occupation

.....

.....

Telephone / Mobile No:

.....

APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	Three percent (3%) of the Total Contract Price (Assignment Fee).
ii	Date of commencement of work	From the date of issue of Letter of Award or issue of commencement letter whichever is later
iii	Time for completion from the date of issue of the Letter of Award	Third Party Quality Auditor services: 18 months or till completion of all works by the EPC Contractors in all packages
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Consultant	60 days

Signature (Authorized Signatory)

Date

Name

Place

Address

**Format for Performance Security
(BANK GUARANTEE)**

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

To,
.....
.....
.....

Dear Sir,

In consideration of the HLL Lifecare Limited for _____ (name of work) which expression shall include his successor and assignees, (herein after called HLL) having awarded to----- having its Office at -----and Registered Office at ----- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No. / LOA No.-----in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.-----Rupees -- (-----) amounting to 3% of the total Contract value.

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

under vis a vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by the HLL and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the HLL hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the HLL in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HLL in terms hereof.
6. The amount stated in any notice of demand addressed by the HLL to the Bank as liable to be paid to the HLL by the Contractor or as suffered or incurred by the HLL on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HLL or suffered or incurred by the HLL as the case may be and shall be payable by the Bank to the HLL in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HLL and liabilities of the Contractor arising upto and until midnight of _____.
8. This guarantee is valid till _____ (date to be mentioned) (Six Months beyond the stipulated date of completion or the extended period, thereof)
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HLL may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HLL shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HLL may have or obtain and no forbearance on the part of the HLL in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the HLL to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HLL may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HLL in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____)

(b) This Bank Guarantee shall be valid up to _____

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

Dated _____ day of _____ 2024

For and on behalf of Bank.

Issued under seal :

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

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

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

Dated thisDay of2024

..... (Executants)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *This Power of Attorney should be provided on non-judicial stamp paper duly notarized of appropriate value.*

FORM OF CONTRACT AGREEMENT

Agreement No.....

This agreement is made at on the day of 2024 between M/s HLL Lifecare Ltd (HLL) having its office atwhich expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First Part.

AND

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

WHEREAS HLL is desirous that certain Services should be provided and certain works should be executed for ----- and has accepted a Bid by the Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a. Notice Inviting Bid
 - b. Instructions to Bidders (Including Annexure)
 - c. Scope of Work & Terms of Payment
 - d. General Conditions of Contract (GCC)
 - e. Bid submitted by the Consultant.
 - f. Form of Bid with Appendix
 - g. Letter of Award (LOA)
 - h. Addendums/corrigendum issued, if any
- 2. In consideration of the payments to be made by HLL to the Consultant as hereinafter mentioned, the Consultant hereby covenants with HLL to execute and complete the Project by.

3. HLL hereby covenants to pay the Consultant in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price (Assignment Fee) of Rs.....being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. Obligation of the Consultant

The Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Consultant shall keep HLL fully indemnified against liability of tax, interest, penalty etc. of the Consultant in respect thereof, which may arise.

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

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

Note:

- a. To be made out by HLL at the time of finalization of the Form of Agreement.
- b. Blanks to be filled by HLL at the time of finalization of the Form of Agreement.
- c. Cost of stamp paper to be borne by the Consultant

FORM T-1(B)

**Details of ----- Projects completed in the Last Seven Years
meeting the eligibility criteria as per Clause -----**

(More similar pages may be added in case qualifying projects are more than one)

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

Signature

Note:

1. Bidders are required to page no. their Bid document and for cross referencing and verification of information mention in the above matrix the page no. at which the details are enclosed in their Bid
2. Use separate sheet for each project/ for each member as is appropriate
3. Only physically complete projects shall be considered for evaluation for which the letter of award and successful completion certificate issued by the Owner/Client are enclosed.
4. The evaluation shall be based on the qualitative aspects of the bidders work, therefore, please indicate the salient features of the work undertaken including all such factors like time/ Cost / quality aspects. You may enclose photographs etc. to substantiate on the same

FORM T-1(D)
FINANCIAL INFORMATION

Name of bidder:.....

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

i) Gross Annual Turnover for last three years ending 31.03.2023

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2020-21	Rs.
2021-22	Rs.
2022-23	Rs.
Average Annual Turnover over the past three years	Rs.

Note: Copies of relevant balance sheets, P&L statements, notes to accounts shall be submitted along with the bid.

Signature of Chartered Accountant with Seal

FRN Number-----

UDIN Number----

Signature of Bidder.

Notwithstanding anything stated above or elsewhere in the document, HLL reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

UNDERTAKING

(Should be provided on non-judicial stamp paper duly notarized of appropriate value)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby confirmed M/s..... have not been blacklisted/ debarred by HLL Lifecare Ltd. & its subsidiaries, Ministry of Health and Family Welfare or Ministry of Finance, GOI or any State Govt./ Govt. Organisation from participating in the present tender on the bid due date
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HLL.

Signed by an Authorized Officer of the Bidder

ANNEXURE – I

AFFIDAVIT

(Should be provided on non-judicial stamp paper of value Rs.100 duly notarized)

Affidavit of Mr....., is holding the position of in
..... (name of the firm)

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
..... Having its Head Office/Regd. Office at
.....

2. That the information/documents/Experience certificates / Bank Guarantee
(s) submitted by M/s..... along with the tender for
(Name of work).....To HLL Lifecare Ltd. are genuine and true and nothing has been
concealed.

3. I shall have no objection in case HLL verifies those from issuing authority (ies). I shall
also have no objection in providing the original copy of the document(s), in case HLL
demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by
me found to be incorrect / false / fabricated, HLL at its discretion may disqualify / reject /
terminate the bid/contract and also forfeit the EMD / All dues as per HLL policy.

I,, the Proprietor / Authorised signatory of
M/s..... do hereby confirm that the contents of the above Affidavit are
true to my knowledge and nothing has been concealed there from and that
no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ANNEXURE-II

ACCEPTANCE OF RFP CONDITIONS

(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)

From

.....

To,

(RFP Inviting Authority)

Sub: Name of the work & RFP No.:

Dear Sir,

- 1 This has reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

Dated _____

(Signature of the tenderer)
With rubber stamp

Volume II

General Conditions of Contract

1. DEFINITIONS

For the purpose of this Agreement, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1. **“Assignment”** means the work to be performed by the Consultant pursuant to the Contract.
- 1.2. **“Authorized Representative”** shall mean the representatives of "HLL" and/or Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3. **“Contract”** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Scope of Work & Payment Terms, Client’s Requirements, Consultant’s Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4. **“Day”** means calendar day.
- 1.5. **“Consultant”** shall have the same meaning as Successful Bidder/Tenderer and with whom the Contract Agreement has been signed.
- 1.6. **“Government”** means the Government of Maharashtra.
- 1.7. **“Project”** shall mean in line with the scope of work of Consultant.
- 1.8. **“Bidder(s)”** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.
- 1.9. **“Client”** shall mean Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra
- 1.10. **“End User”** shall mean Maharashtra State Electricity Distribution Company Ltd.
- 1.11 **“Project State”** shall mean the state in which the work is to be performed i.e. Maharashtra.
- 1.12. **“HLL”** shall mean HLL Lifecare Ltd., A Government of India Enterprise having its registered office at HLL Bhavan, Golden Jubilee Block, Poojappura PO, Thiruvananthapuram-695 012 who has been appointed by Disaster Management, Relief and Rehabilitation Department, Govt. of Maharashtra as Implementation Agency for this project
- 1.13. **“IA”** shall mean Implementation Agency
- 1.14 **“Consultancy Firms/Consultant”** shall mean **Third Party Quality Auditor (TPQA)** and shall have the same meaning as Successful Bidder /Tenderer/ Consultant and with whom the Contract Agreement has been signed.
- 1.15 **“TPQA”** shall mean Third Party Quality Auditor as per the scope of services/work defined in this document.
- 1.16. **“Parties”** means HLL and Consultant, each one individually referred to as Party.
- 1.17. **“NIT” or “Notice Inviting Tender”** (Section 1 of RFP) means the Notice Inviting Tender issued by HLL which provides bidders with information needed to prepare their bids.
- 1.18. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP
- 1.19. **“Project Monitoring Committee”** means the Committee set up by HLL for the purpose of Monitoring of progress of the Project
- 1.20. **“RFP”** means the Request for Proposal prepared by HLL for the Selection of Consultants.

- 1.21. **“Services”** shall mean the services to be provided by the Consultant as per the scope of work for the Project
- 1.22. **“Start of Work”** shall mean the date of commencement of works by the Consultant.

2. INTERPRETATION

The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Agreement.

3. SERVICES TO BE PERFORMED

Consultant shall perform the Services as per the Scope of Work mentioned in the tender documents (RFP) as per the terms and conditions and within time frame specified in the Agreement.

4. DRAWINGS AND DOCUMENTS

All copyright and other proprietary rights in the Works shall vest and stand assigned to HLL/Client and HLL/Client shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HLL/Client during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/ documents, as may be required or considered necessary, by HLL/Client to give effect to and secure the above mentioned rights of HLL/Client in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HLL and any such act without the permission of HLL shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage/ cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HLL on or before the cancellation of the selection process shall become the property of HLL and the Bidders shall have no claim on such documents/design.

5. GUARANTEES AND LIABILITIES

5.1. General

The Consultant shall render the services in accordance with the Standards for Fitness for Purpose.

Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using

Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from Design and defects and suitable for respective uses intended.

5.2. Liability of the Consultant

The Consultant shall be liable to HLL for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HLL as a result of default of the Consultant in such performance due to his negligence.

5.3. Performance Security

- i. The Consultant shall submit an irrevocable Performance Security of 3% (three percent) of the agreed contracted amount (Assignment Fee) in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 15 days of issue of letter of Award. This period can be further extended by HLL up to a maximum period of seven days on written request of the Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HLL. This Security shall be in the form of Demand Draft or Bank Guarantee from of any scheduled bank in India in accordance with the form-C annexed hereto.
- ii. The Performance Security shall be initially valid up to the stipulated date of Completion of all contractual obligations of the Consultant plus 60 days beyond this date. In case the time for this completion of gets enlarged, the Consultant shall get the validity of Performance Security extended to cover such enlarged time for completion. The performance Security shall be returned to the Consultant, without any interest on approval of completion drawings by the local bodies and completion of his all contractual obligation.
- iii. HLL shall make a claim under the Performance Security in the event of:
 - a) Failure by the Consultant to extend the validity of the Performance Security as described herein above, in which event HLL may claim the full amount of the Performance Security.
 - b) Failure by the Consultant to pay HLL any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the agreement, within 15 days of the service of this effect by HLL.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of HLL.

6. ABANDONMENT OF WORK

- 6.1. If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, HLL may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by HLL subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. In addition to this, Bank Guarantee for Performance Security/ EMD shall be forfeited. HLL may make full use of all or any of the drawings prepared by

the Consultant and proceed from the stage from where the Consultant left the work.

- 6.2. If at any time after acceptance of offer of consultancy, HLL decides to abandon or reduce the scope of work for any reason whatsoever, HLL shall give notice to the Consultant in writing to that effect and he shall act accordingly. The Consultant have no claim to any payment of compensation or otherwise whatsoever. The Consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

7. ASSIGNMENT FEES

HLL shall pay to the Consultant, an Assignment fee of a sum of the quoted percentage of fee for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, as applicable plus Goods & Services Tax. No extra cost shall be admissible for any modification in designs as per site requirement or HLL requirement. No variation in contract price (Assignment Fee) shall be admissible whatsoever may be the reason. All the stage payments shall be done after approval of deliverables by HLL as defined in the Clause 3.3.1&3.3.2, under Section 3, Vol.-I, of RFP.

8. DELIVERABLES, TIME AND PAYMENT SCHEDULE:

- a. The overall completion period for the execution of this project from the date of commencement of work shall be as mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of HLL/Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
- c. Escalation/Price Variation

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

9. TAXES AND DUTIES

- i. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

GST will be paid extra over the quoted amount as applicable from time to time.

- ii. Notwithstanding anything contained in clause 6.1 the Consultant shall ensure payment of appropriate tax on the supplies made under the contract. The Consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including

- description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that HLL can avail credit of such tax, wherever applicable. The Consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The Consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. HLL would have right to seek necessary evidence that the Consultant is registered under the law and duly discharging its obligations under the tax law, enabling HLL to avail input tax credit.
- iii. In case any law requires HLL to pay tax on the contract price on reverse charge basis, the amount of tax deposited by HLL would be considered as paid to the Consultant and, accordingly, the price payable to the Consultant would stand reduced to that extent.
 - iv. In case the Consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to HLL showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to HLL, the amount equivalent to such tax shall be deducted from the contract price.
 - v. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
 - vi. Tax deduction at source, if any, shall be made by HLL as per law applicable from time to time from the amount payable to the consultant.
 - vii. The Consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.
 - viii. If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
 - ix. Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfills all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
 - x. Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate
 - xi. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them

- xii. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- xiii. In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act

10. LIQUIDATED DAMAGES

The time allowed for carrying out the work as specified in Section-1 Detailed Notice Inviting „Request for Proposal shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to HLL for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. HLL shall be entitled to deduct such damages from the dues that may become payable to the consultant.

11. EXTENSION OF TIME

If the Consultant is unavoidably hindered in carrying out the designs/ drawings on account of delayed decision or the approval by HLL which are necessary to carry out further work, he shall be allowed suitable extension of time by HLL, whose decision shall be final and binding on the Consultant. No claim by the Consultant shall be made against HLL for such delayed approvals/ decisions by HLL, except for grant of suitable extension of time.

12. VARIATION CLAUSE

The work shall be awarded on Percentage of Fee basis. Total value for the works required to be undertaken is as given in NIT. This amount is indicative. The payment of fee to the TPQA shall be based on the actual cost of work executed by the EPC Contractor as per 3.3.1 of section 3.

Any variation to attain fitness for purpose within the scope of works shall be met by the Consultant without any extra cost.

HLL reserves the right to reduce the facilities required to be created and the fee will be adjusted downward on pro-rata basis.

13. INDEMNITY

- 13.1. Consultant, without prejudice to any other remedy in the Contract, shall hold harmless and indemnify HLL and its agents, against any claims or liability because of personal injury or death of any employee of Consultant and arising out of or in consequence of the performance of this Agreement.
- 13.2. HLL shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.
- 13.3. Consultant shall hold harmless and indemnify HLL against any claim or liability arising in respect of injury to or death of Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and
- 13.4. HLL undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Consultant, sub consultants and specialists associated with them for the Project.

14. INDEMNITY FOR CLAIM AGAINST PATENTS

Consultant shall indemnify and hold HLL harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against HLL by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to HLL.

15. CONFIDENTIALITY

Consultant shall not disclose to any third party, any information, data, design, drawings, plans, specifications, etc. at any time either in whole or in part, shall take all reasonable steps to preserve the confidentiality of the above information and shall not use the same for any other purpose.

16. FORCE MAJEURE

- 16.1. For the purposes of this Agreement, "Force Majeure" means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, pandemics, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 16.2. Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.
- 16.3. The Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 16.4. Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

- 16.5. Should one or both parties be prevented from fulfilment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

17. STATUTORY REQUIREMENTS

During the tenure of this Agreement nothing shall be done by the Consultant in contravention of any law, Act and/or Rules/Regulations, there under or any amendment thereof governing interalia customs, taxes, foreign exchange etc.

18. CHANGES AND ADDITIONS IN CONSULTANT'S SCOPE OF WORK

HLL shall have the right to request Consultant, in writing, to make any changes, modifications, and/or additions to Consultant's Scope of Work as defined in the RFP. Consultant shall on such written requests carry out the consequential work on account of such changes/ modifications or addendums etc. without any additional payment from HLL.

19. CONTRACT PERIOD

On signing by HLL and Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, upto the end of the project as mentioned in NIT.

20. PUBLICATION

Unless otherwise specified in the Agreement, Consultant either alone or jointly with others shall not publish any details relating to services rendered under this agreement. Publication, however, shall be subject to approval of HLL if it is within 2 years of completion of the services.

21. SUSPENSION & TERMINATION

21.1. Suspension

HLL shall have right to suspend partly or as a whole at any time the performance of Services under this agreement, in such event, HLL shall pay to Consultant any such amount that may be determined by HLL and such determination shall be binding on the Consultant.

21.2. Termination

21.2.1. Termination on account of Force Majeure

If as a result of Force Majeure, the Consultant is unable to perform Service for a period of more than 60 days, HLL shall have the right to terminate this Agreement on account of Force Majeure, as set forth in clause 15.0

21.2.2. Termination on account of insolvency

In the event the Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then HLL shall, by a notice in Writing have the right to terminate this Agreement and all the Consultant's rights and privileges hereunder, shall stand terminated forthwith.

21.2.3. Termination for unsatisfactory performance

If HLL considers that the performance of the Consultant is unsatisfactory or, not up to the expected standard, HLL shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. HLL shall have the option to terminate this Agreement by giving 30 days' notices in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by HLL.

21.2.4. Time is the essence of the Contract

21.2.5. Consultant shall be required for the commencement of Services under this agreement immediately after date of Letter of Award. If the Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless HLL has extended the period for commencement of Services in writing.

21.2.6. Consequences of termination

21.2.7. In all cases of termination herein set forth, the obligation of HLL to pay for Consultant's performance shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

21.2.8. In the event of the Termination of the Agreement, the Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination; failing which losses or damages which may be suffered by HLL on account of non- withdrawal from the site(s), shall be to the account of the Consultant.

22. ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the Parties under any circumstances.

23. SETTLEMENT OF DISPUTES, JURISDICTION & APPLICABLE LAW

All disputes and differences arising out of this agreement may be resolved through discussions between the HLL and the Consultant within the purview of the agreement. If such discussions are not fruitful, the disputes shall be settled only by the Court of law.

This Agreement shall be governed by the laws of India for the time being in force. Notwithstanding any other Court or Courts having jurisdiction to decide the disputes forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Kerala and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

24. NOTICES

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Consultant on HLL with reference to the Agreement shall be deemed to have been sufficiently served upon HLL

(notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorized Representative of HLL as defined in the Conditions of Agreement.

- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to HLL, any notice, order or other communication sought to be served by HLL on the Consultant with reference to the Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorized Representative of Consultant as defined in the Conditions of Agreement.
- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

25. INDEPENDENT AUDIT

Consultant shall maintain up-to-date records and be responsible and liable for all technical audits at no extra costs as required under the law.

26. LANGUAGES & LAW

This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

27. ASSIGNMENT & SUB-CONTRACTS

- 27.1. The Consultant shall not, without the written consent, of HLL assign/sub-contract the complete/part work to any other consultant/agency .
- 27.2. The Consultant shall not without the written consent of HLL initiate or terminate any sub-contract for performance of all or part of the Services.

28. CONSULTANT'S ACTION REQUIRING HLL'S PRIOR APPROVAL.

Consultant shall obtain HLL's prior approval before taking any actions wherever required.

29. CONSULTANTS PERSONNEL

29.1. Removal and/or Replacement of Personnel

- a) Except as HLL may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If HLL finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at HLL's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to HLL.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

30. SUB-CONTRACTING

The Consultant shall not subcontract whole of the work. The Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HLL.

31. GENERAL

- 31.1. The Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 31.2. HLL will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 31.3. All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices and NABH for hospital design, etc.
- 31.4. The Consultant shall render full assistance, guidance and advise in general to HLL on any matter concerning the technical aspects of the project.
- 31.5. The Consultant shall promptly notify HLL of any change in the Constitution of his firm. It shall be open to HLL to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to HLL. But until its termination by HLL as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 31.6. The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Consultant and give related advice regarding the project.
- 31.7. The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in clause 7 of the RFP.
- 31.8. Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 31.9. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 31.10. Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 31.11. The Consultant shall inform HLL about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtains prior written approval of HLL for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.

- 31.12. The Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 31.13. It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 31.14. The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 31.15. The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of HLL. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of HLL.
- 31.16. The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of HLL.
- 31.17. Without prejudice to any other remedy available in the Contract, the Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HLL in defending themselves against such claims.

32. Available Information

Any information available with HLL, which can help the Consultant during the Project, shall be shared by HLL with the Consultant at their discretion and at the request of the Consultant.

33. Quality Assurance

The Consultant shall ensure quality in his work. The documents and design/drawings prepared by the Consultant shall correspond to the international best practices.

34. Ownership of the Designs and Drawings

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to DMRR,GoM /HLL and DMRR,GoM /HLL shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by DMRR,GoM /HLL during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/ documents, as may be required or considered necessary, by DMRR, GoM/HLL to give effect to and secure the abovementioned rights of DMRR, GoM /HLL in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright act 1957 including the design or

documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of HLL and any such act without the permission of HLL shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage/ cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HLL on or before the cancellation of the selection process shall become the property of HLL and the Bidders shall have no claim on such documents/design.

VOLUME III

(To be submitted online only)
Refer e-Procurement System at NIC's
(CPP Portal)
<https://etenders.gov.in/eprocure/app>

GENERAL INSTRUCTION TO BIDDERS FOR e-TENDERING

1. This tender is an e-Tender and is being published online in Government eProcurement portal <https://etenders.gov.in/e procure/app>.
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/ extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
3. The NIT, corrigendum/extension will also be published in our company website, URL address: <http://www.lifecare.com> and www.hllhites.com
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain "Login ID" & "Password" and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days" time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e- tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective „My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other

than specified above shall not be considered. Hard copy of application shall not be entertained.

12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Vice President (ID) HITES South Operations
HLL Lifecare Ltd.
2nd floor Golden Jubilee Block (HITES office)
HLL Bhavan, Poojappura
Trivandrum-12
(Designation of Tender Inviting Authority and Address of HLL office)

15. The bids shall be opened online at the Office of the Tender Inviting Authority in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

16. More details can be had from the Office of the Tender Inviting Authority during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

17. A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees shall be payable as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.hllhites.com> & www.lifecarehll.com) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Document Fees and Bid Security (EMD):

Tender fee (Non-refundable) shall be paid online. EMD as per the tender conditions shall be accepted in the form of Account Payee Demand Draft or Bank Guarantee from any of the Commercial Banks or through online payment.

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HLL does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

21. HLL reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL in this regard shall be final and binding.
23. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees and EMD.

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