TENDER FOR RENOVATION OF SNCU ON TURNKEY BASIS (CIVIL AND ELECTRICAL WORKS)

FOR

DH RAJMAHAL, JHARKHAND

IFB NO. HLL/AFT-CMO/ JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017



HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE) AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM – 17 Phone +91 471 244 5930, Fax +91 471 244 5935 Email: hcdcmo@lifecarehll.com Web: www.lifecarehll.com

HLL LIFECARE LIMITED AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM - 17

TENDER FOR RENOVATION OF SNCU AT DH RAJMAHAL, JHARKHAND ON TURNKEY BASIS

(CIVIL AND ELECTRICAL WORKS)

BID REFERENCE	:	HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13 Dt. 23.02.2017
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	23.02.2017
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	23.02.2017, 1130 Hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	02.03.2017, 14.00 Hrs.
TIME AND DATE OF OPENING OF BIDS	:	02.03.2017, 15.00 Hrs.
PLACE OF OPENING OF BIDS	:	HLL LIFECARE LIMITED AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM – 17 Phone +91 471 244 5930 Fax +91 471 244 5935 Email: <u>hcdcmo@lifecarehll.com</u>
ADDRESS FOR COMMUNICATION	:	Joint General Manager (Mtls) HLL LIFECARE LIMITED AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM - 17 Phone +91 471 244 5930 Fax +91 471 244 5935 Email: hcdcmo@lifecarehll.com

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PART – A

SECTION I

INVITATION FOR BIDS (IFB)

Sealed and super scribed tenders, under Two Bid system, is invited from the eligible contractors, for execution of Renovation of SNCU at DH Rajmahal, Jharkhand State on turnkey basis. The detailed work is given as in the **Price Schedule** to this Tender.

Sl. No.	Details of Sites in the Hospitals	EMD Amount (Rs)
1	Renovation of SNCU at DH Rajmahal, Jharkhand, State on turnkey basis	22,000.00

- 1. Interested eligible Bidders may obtain further information from the Office of the Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -17, Kerala
- 2. Deleted.
- 3. The Tender Document can be downloaded from our Website <u>www.lifecarehll.com</u>.
- Interested eligible bidders may submit their bidding documents at the Office of the Joint General Manager (Mtls), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram –17 on the specified date and time.
- 5. All bids must be accompanied by the documents specified herein and must be delivered to **Joint General Manager (Mtls) on or before 02.03.2017**, **14.00 Hrs. The Technical Bids will be opened on 02.03.2017**, **at 15.00 Hrs,** in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

SECTION II INSTRUCTION TO BIDDERS

A.INTRODUCTION

1. Eligible Bidders

1.1 Only experienced contractors are eligible to participate in the tender.

The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

- 1.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:
 - a) The tenderer has the required financial, technical and service capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section V in these documents.
- 1.3 a) The bidder should have Minimum 3 years experience in the relevant field (SECTION V)
 - b) The Tenderer should have executed satisfactorily at least 3 jobs preferably of similar kind (CIVIL AND ELECTRICAL WORKS) as mentioned in SECTION V Qualification Criteria
- 1.4 Bidder submit annual turnover statement for last 3 financial years, each year not less than atleast 25 lakhs, certified by Chartered Accountant.
- 1.5 The bidders should quote for all the schedules in the Tender, failing which, such bids shall be considered as incomplete and will be summarily rejected.

2. Cost of Bidding

2.1 Cost of bidding shall be completely on the tenderer.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

3.1 The work required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Qualification criteria;
- e. Proforma bout the Contractor
- f. Performance statement
- g. Indemnity Clause
- h. Declaration
- i. Abstract Price Schedule
- j. Price Schedules
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

4.1 The Bidder, who require any clarification of the Bidding Documents may notify the Company in writing at the Company's mailing address indicated in the Invitation for Bids. The Company will respond in writing to any such request which is received not later than 3 days prior to the deadline for submission of bids prescribed by the Company. Any such response (relevant) against the clarification of the tenderer shall be notified in our website only.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

Those bidders who download the tender documents from our website should furnish the Name and address of the vendor, name of contact person, telephone and Email details immediately by Email to <u>hcdcmo@lifecarehll.com</u>. Any changes pertains to this tender shall be communicated only through our website <u>www.lifecarehll.com</u>

- 5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Company may, at its discretion, extend the deadline for the submission of bids

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Company, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and commercial bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- a) Tender Fee : DD for Rs. 525.00 (inclusive of tax) drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram is to be attached towards tender fee.
- b) EMD/Bid Security for Rs. 22,000.00 in the form of Demand Draft from schedule Bank, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram. The EMD/Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid. The Tender received without EMD will be rejected.
- c) SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar. But the Party has to provide Security deposit if Tender is awarded to them.
- d) Copy of Balance sheet / Bank Statement for the past two financial years.
- e) Performance statement in the Proforma VII.
- f) Documentary evidence established in accordance with ITB Clause A1 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- 7.2 PRICE BID

Duly filled Bid Form i.e. Price bid Abstract and Price Schedule as per Price Bid.

7.3 The Work Order shall be placed to the tenderer, whose total rate comes to lowest and responsive.

8. Bid Currencies

8.1 Prices shall be quoted in Indian Rupees.

9. Documents establishing bidder's eligibility and qualifications

- 9.1 Pursuant to ITB Clause 1, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.
- 9.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Company's satisfactions.
 - (a) that the bidder has the financial and technical capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section V. All bids submitted shall include the following information:

Details of experience and past performance of the bidder on items offered and on those of similar nature and details of current contracts in hand and other commitments as per proforma given in Section VII

10. Scope of Documents:

10.1 For the purpose of the documentary evidence to be furnished pursuant to ITB Clause 9.2 above, the Bidder shall note that the standards for workmanship, material and references to brand names or catalogue numbers, if any, designated by the Company in its Tender schedules are intended to be descriptive only and not restrictive.

11. Period of Validity of Bids

- 11.1 Price Bid shall be valid for One year from the date of opening of Price Bid
- 11.2 In exceptional circumstances, the Company may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

12. Format and Signing of Bid.

- 12.1 The bidder shall prepare the bid clearly marking as appropriate
- 12.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for printed literature, shall be initialed by the person(s) signing the bid.
- 12.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or person(s) signing the bid.

D. SUBMISSION OF BIDS

13. Sealing and Marking of bids

Separate bids shall be submitted for Price Bid and Technical Bids.

13.1 The bidders shall seal Technical bid and Price bid separately, duly written on the envelopes as "TECHNICAL BID – Renovation of SNCU at DH Rajmahal, Jharkhand State on turnkey basis ." - cover "A" and "PRICE BID- Renovation of SNCU at DH Rajmahal, Jharkhand State on turnkey basis State on turnkey basis." - cover "B". The Bidders shall put both the envelopes (cover "A" & cover "B") in an another envelope.

The outer Envelop shall superscribed with ;

"TENDER FOR RENOVATION OF

SNCU AT DH RAJMAHAL, JHARKHAND STATE ON TURNKEY BASIS <u>"HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017"</u> <u>"DO NOT OPEN BEFORE 15.00 Hrs. on 02.03.2017"</u>

13.2 The inner and outer envelopes shall be addressed to the following address:

Joint General Manager (Materials) HLL Lifecare Limited, Akkulam Factory, Sreekaryam P.O., Thiruvananthapuram -17 Phone 0471 2445930 / 2442642 Email : <u>hcdcmo@lifecarehll.com</u>

- (a) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Technically not qualified".
- (b) If the inner and outer envelopes are not sealed and marked as required, the Company will assume no responsibility for the bid's misplacement or premature opening.
- (c) Bids must be received by the Company at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.
- (d) The Company may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. LATE BIDS

14.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company, will be rejected and returned unopened to the bidder.

15. MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bids.
- 15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 15.3 No bid may be modified subsequent to the deadline for submission of bids.
- 15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

16. Opening of Bids by Company

16.1 The Company will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 02.03.2017 at the following Office

JOINT GENERAL MANAGER (MATERIALS) HLL Lifecare Limited, Akkulam Factory, Sreekaryam P.O., Thiruvananthapuram -17 Phone 0471 2445930 / 2442642 Email : hcdcmo@lifecarehll.com

- 16.2 In the event of the specified date of bid opening being declared a holiday for the Company, the bids shall be opened at the appointed time and location on the next working day.
- 16.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Company, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- 16.4 Deleted
- 16.5 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive to and Qualified in the Technical Bid.

16.5 The Company will scrutinize the technical bid for compliance to the conditions and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation, as applicable, will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

17. CLARIFICATION OF BIDS

17.1 During evaluation of bids, the Company may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

18 PRELIMINARY EXAMINATION

- 18.1 The Company will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 18.3 The Company may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 18.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the Company will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The Company's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.5 If a bid is not substantially responsive, it will be rejected by the Company and may not subsequently be made responsive by the bidder by correction of the non-conformity.

19. EVALUATION AND COMPARISON OF BIDS

19.1 The Company will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

20. CONTACTING THE COMPANY

- 20.1 No bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Company it should do so in writing.
- 20.2 Any effort by a bidder to influence the Company in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

21. POST QUALIFICATION

- 21.1 In the absence of pre-qualification, the Company will determine to its satisfaction whether the bidder who has having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 1 and is qualified to perform the contract satisfactorily
- 21.2 The determination will take into account the bidders financial, technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 1 as well as such other information as the Company deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Company will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

22. AWARD CRITERIA

22.1 Subject to ITB Clause 23, the Company will award the contract to the successful bidder whose bid has been determined to be substantially responsive and as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

23. COMPANY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

23.1 The Company reserves the right at the time of award of contract to increase or decrease the quantity of materials and services originally specified in the bid

document without any change in unit price or other terms and conditions within the bid validity period.

24. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

24.1 The Company reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

25. NOTIFICATION OF AWARD

- 25.1 Prior to the expiration of the period of bid validity, the Company will notify the successful bidder in writing by registered letter or by mail, to be confirmed, that its bid has been accepted.
- 25.2 The notification of award will constitute the formation of the contract

SECTION III GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In this contract the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Company and the Contractor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Materials" means all the products and/or other materials which the Contractor is required to be used in the work under the Contract;
- (d) "Services" means services ancillary to the works, other incidental services, such as installation, commissioning, provision of technical assistance, and other obligations of the Contractor covered under the contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Company" means the Organization contracting the work, as named in SCC;
- (h) "The Contractor" means the individual or firm undertaking the work / Service under this Contract;
- (i) "Day" means calendar day.
- (j) "Handing over period" means the period applicable upto completion of work and testing by the contractor at the required location mentioned in service purchase order and accepted by the Company.
- (k) "Earnest Money Deposit" (EMD) means Bid Security / monetary or financial guarantee to be furnished by a tenderer along with its tender".

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Work executed under this Contract shall conform to the standard requirements mentioned in the schedule.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Contractor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the contractor's performance under the Contract if so required by the Company.

5. PATENT RIGHTS

5.1 Deleted

6. INSPECTION AND TESTS

- 6.1 The Company or its representative shall have the right to inspect and/or to test the materials to confirm their conformity to the Contract at no extra cost of the Company. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Company requires and where they are to be conducted. The Company shall notify the Contractor in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises, at point of completion and/or at the time of handing over the execution. The Contractor or its subcontractor(s), all reasonable facilities and assistance shall be extended to the inspectors at no charge to the Company.
- 6.3 Should any inspected or tested materials/work fail to meet with the schedule requirement, the Company may reject them and the Contractor shall either replace the rejected materials or make all alternations necessary to meet schedule requirements free of cost to the Company.

6.4 The Company's right to inspect, test and, where necessary, reject the materials/work at site shall in no way be limited or waived by reason of the Materials having previously been inspected, tested and passed by the Company or its representative.

7. PACKING

7.1 Deleted

8 DELIVERY AND DOCUMENTS

8.1 Deleted

9. INCIDENTAL SERVICES

9.1 The contractor may be required to provide any or all of the services with respect to this tender, including additional services, if any, specified in SCC:

10. WARRANTY

- 10.1 The Contractor warrants that the Materials used under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that the Materials supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Company's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Materials in conditions obtaining in the state/country of final destination.
- 10.2 This warranty shall remain **valid for one year** after work completion handing over and accepted as indicated in the Contract.
- 10.3 The Company shall promptly notify the contractor in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Materials or parts thereof, without cost to the Company
- 10.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Company may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Company may have against the Contractor under the contract.

11. PAYMENT

- 11.1 The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.
- 11.2 Payment shall be made in Indian Rupees

12. PRICES

12.1 Prices charged by the Contractor for Work/Services performed under the Contract shall not vary from the prices quoted/agreed by the Contractor in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Company's request for bid validity extensions, as the case may be.

13. CONTRACT AMENDMENTS

13.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. ASSIGNMENT

14.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Company's prior written consent.

15. SUBCONTRACTS

15.1 The supplier shall notify the Company in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

16. LIQUIDATED DAMAGES

16.1 If the Contractor fails to perform the contract/services within the period(s) specified in the Contract, the Company shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed unperformed contract/Services for each week or part thereof of delay until actual handing over or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Company may consider termination of the Contract.

17. TERMINATION BY DEFAULT

17.1 The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part;

- (a) if the Contractor fails to complete any or all of the work within the time period(s) specified in the Contract, or within any extension thereof granted by the Company, or
- (b) if the Contractor fails to perform any other obligation(s) under the contract.
- 17.2 In the event the Company terminates the Contract in whole or in part, the Company may execute, upon such terms and in such manner as it deems appropriate, Work or Services similar to those unperformed, and the Contractor shall be liable to the Company for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

18. FORCE MAJEURE

- 18.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

19. TERMINATION FOR INSOLVENCY

19.1 The Company may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

20. RESOLUTION OF DISPUTES/ ARBITRATION

- 20.1 The Company and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Company and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the General Conditions of Contract (Arbitration Clause 20.3). These mechanisms may include, but or not limited to, conciliation

mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

- 20.3 If, HLL and the Contractor have been unable to resolve amicably a Contract dispute, such dispute or disagreement shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Company and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).
- 20.4 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

21. GOVERNING LANGUAGE

21.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. APPLICABLE LAW

22.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

23. NOTICES

- 23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. TAXES AND DUTIES

24.1 Contractors shall be entirely responsible for all taxes, licenses, statutory levies etc., incurred until handing over of the contracted site / service to the Company.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

- 1. The work shall be completed **within 20 Days** from the date of receipt of firm Work Order / L.O.I.
- 2. The contractor may inspect the site at Jharkhand before quoting the work
- 3. During the execution of the work the contractor or authorized representative should be present at site.
- 4. Statutory deduction like Income tax, Work Tax, Service Tax, ESI, PF etc will be deducted from the Contractor's bill as per the statutory rules.
- 5. Security deposit: 5% of executed value shall be deducted from the first bill and shall be released after defect liability period of ONE year.
- 6. Payment shall be released in two parts 50% of the total value of work may be released upon the completion of 60% of the work and the final payment (balance 50%) shall be made after successful completion of the total work. The second and final payment shall be released only after clearing all the debris/balance materials from the site. The bills are to be certified by the following official from HLL.
 - a) Electrical Engineer, CMO, Chennai
 - b) Project Engineer (Civil), CMO, Chennai.

Countersigned by any one of the following Official from HLL

- a) Business Manager (Projects & Services), CMO, Chennai
- b) Deputy General Manager (MKTG), CMO, Chennai
- 7. All the materials and tools required for the work shall be procured by the contractor and brought to the site to complete the work in the time frame. Entry of men/ materials should be done through the security gate only and the details of the same shall be recorded in the register kept at the security office and the copy of details shall be submitted to the Projects in-charge. All the material brought to the work shall be as per the schedule and samples of materials shall be handed to the project in-charge.

- 8. The contractor has to arrange all the necessary insurance coverage for the materials/ machines / work men deployed by him.
- 9. Measurement is to be recorded in each stage of the work and the payment will be made on actual measurement of the work as per the order.
- 10. If the Contractor fails to execute any or all of the work or perform the Services within the time period(s) specified in the Tender/Purchase Order / Work order, the HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the various terms and conditions of the contract.
- 11. A delay by the Contractor in the performance of its contract obligations shall render the Contractor liable to the imposition of penalty pursuant to this tender/Work Order/contract, unless an extension of time is agreed upon pursuant to agreement/ Work Order without the application of liquidated damages.
- 12. Penalty shall be imposed as per the company rules for any delay committed by the contractor in completing the work as per the order. (Ref. Clause.16 LIQUIDATED DAMAGES)
- 13. HLL reserves the right to accept or reject the tender either partially or fully without assigning any reason what so ever.

14. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the HLL's prior written consent.

16. LIQUIDATED DAMAGES

If the Contractor fails to perform the Services within the period(s) specified in the Contract, the HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percentage of the value of the delayed Work or unperformed Services for each week or part thereof of delay until actual completion of performance, up to a maximum deduction of 10 percentage. Once the maximum is reached, the HLL may consider termination of the Contract.

SECTION V QUALIFICATION CRITERIA

(Referred to in Clause 1 of ITB Eligible Bidders)

General Condition for Civil & Electrical

- 1) The Tenderer should have Minimum 3 years experience in the relevant field (Civil & Electrical works).
- 2) The Tenderer should have executed satisfactorily at least **3 jobs preferably** of similar kind in the last 3 years, valued atleast **Rs. 8 Lakhs for Civil & Rs.4 lakhs for Electrical** works)

Specific condition for Electrical

- 3) The tenderer should have **authorized person having valid "B" class license or above**. The documentary proof with details of such person along with license holder's consent letter shall be submitted in the technical bid.
- 4) The tenderer should have one Electrical Supervisor holding valid supervisor Permit "B" who shall be deputed at site. The documentary proof with details of the person shall be submitted in the technical bid.
- 5) The tenderer should have one **Electrical Wireman holding valid Electrical Wireman Permit.** The documentary proof with details of the person shall be submitted in the technical bid.

The bidder should fulfil all the above mentioned criteria and proof of such document shall be submitted long with the bid, failing which bid will be treated as non-responsive.

SECTION VI

PROFORMA ABOUT THE CONTRACTOR

HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017 (Please attach detailed proforma incorporating the information given below)

Tender No..... DATE OF OPENING......

NAME OF THE TENDERER:....

- 1. Name & Full address of the Contractor:
 - (a) PAN No
 - (b) Service Tax Regn. No:
 - (C) TIN No *****
 - (d) CST No *****

(specify whether registered with Kerala State. Attach relevant copies as proof of evidence) (a) Any other details

- (b) Specify whether SSI / MSME unit
- 2. (a) Telephone No.(b) Fax No.(c) e-mail address

Office/Personal Office/Personal

3. Details of Staff:

a) technical :

- b) skilled :
- c) unskilled :

SEAL OF THE TENDERER

SIGNATURE NAME AND ADDRESS OF TENDERER

SECTION VII

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement (for a period of last 3 years)

HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017

Name of the Tenderer:

Name & Address of the Tenderer / Service Provider:.....

.....

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

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

Signature and Seal of the Bidder

.....

SECTION VIII

HLL LIFECARE LIMITED Akkulam Factory THIRUVANANTHAPURAM-695017 HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017

INDEMINITY CLAUSE

If the contractor fails to execute the order within the time prescribed for the handing over of works ordered or violates or infringes the existing rates as agreed to as mentioned in the work order, the contractor shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-handing over of works at agreed quantity and rate with in the time specified in the work order. The company will initiate legal action if the contractor fails to execute the work order as per the schedule in the work order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before executing any excess quantity and shall be at the risk of the contractor. Responsiveness of the Bid shall be at the discretion of HLL.

The contractor shall have no right to change the quantity stipulated in the work order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE: DATE:

NAME AND SIGNATURE OF THE TENDERER (WITH OFFICE SEAL)

SECTION IX

HLL LIFECARE LIMITED Akkulam Factory THIRUVANANTHAPURAM-695017 HLL/AFT-CMO/JH-I/CIV&ELE/2016-17/13, DT. 23.02.2017

DECLARATION

I / WE, The Bidder undertake, we shall execute, within the purview of the contract, all the works and activities includes; transportation, loading, unloading and other technical work for the installation of the equipment at the designated site as per the schedule/contract/work order, at **Jharkhand**.

We confirm having read and understood all the schedule requirements, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE TENDERER

SIGNATURE NAME AND ADDRESS OF TENDERER

<u>PART : B</u>

SECTION VIII ABSTRACT PRICE SCHEDULE

SECTION IX PRICE SCHEDULE

SECTION X

HLL LIFECARE LIMITED AKKULAM FACTORY, THIRUVANANTHAPURAM-695017

RENOVATION OF

SNCU AT DH RAJMAHAL, JHARKHAND ON TURNKEY BASIS

(CIVIL AND ELECTRICAL WORKS)

ABSTRACT PRICE BID

Site. No.	Details of Hospitals	Amount Quoted (Rs)
1 (a)	Civil Work	
(b)	Electrical Work	
	Total Rs:	

Bidder has to quote as per the Make/Brand specified in the BOQ, proposed to use for the project, and has to marks the Make/Brand in the quote / price schedule.

Bidder should quote for the entire schedule in the tender (Civil & Electrical). If any bidder is not quoting for the entire schedule in the tender, their bid will be treated as non responsive.

Service tax and other applicable taxes shall be indicated separately, failing which that shall be treated as inclusive.

SEAL OF THE TENDERER Date:

SIGNATURE NAME AND ADDRESS OF TENDERER

SECTION XI

HLL LIFECARE LIMITED AKKULAM FACTORY, THIRUVANANTHAPURAM-695017 Ph: 0471 244 5930 /244 2642 <u>hcdcmo@lifecarehll.com</u>

RENOVATION OF SNCU AT DH RAJMAHAL, JHARKHAND ON TURNKEY BASIS

(CIVIL WORKS) PRICE SCHEDULE (1a)

> SIGNATURE NAME AND ADDRESS OF TENDERER

SEAL OF THE TENDERER

RENOVATION OF SNCU AT DH RAJMAHAL, JHARKHAND ON TURNKEY BASIS

SI. No	Description of work	Unit	Qty	Unit Rate in Rs.	Total Rate in Rs.
1	Point wiring in PVC conduit with modular type switch.				
	Wiring for light point/fan point/exhaust fan point /call bell point with 1.5 sq mm FR PVC insulated copper conductor single core cable in surface/recessed medium class PVC conduit, with modular switch, modular plate, suitable PVC box and earthing the point with 1.5 sq.mm FR PVC insulated copper conductor single core cable etc as required.				
	Group C	Point	28		
2	Wiring through PVC conduit Wiring for circuit/submain wiring along with earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/recessed medium class PVC conduit as required.				
а	2X1.5 sq.mm + $1X1.5$ sq.mm earth wire	Metre	315		
b	2X2.5 sq.mm + 1 $X2.5$ sq mm earth wire	Metre	205		
c	2X4 sq.mm + $1X4$ sq.mm earth wire	Metre	350		
3	A/C point				
	S/F 20A SPN MCB industrial socket outlet: Supplying and fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top alongwith 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Point	3		
4	Modular type blanking plate:				
	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	15		
5	Modular boxes, bases & cover plate:				
	Supplying and fixing following size/modules, PVC box along with modular base & cover plate for modular switches in recess etc as required.(ISI branded)				

(ELECTRICAL WORKS) PRICE SCHEDULE (1b)

Unit Rate in **Total Rate** SI. **Description of work** Unit Qty No in Rs. Rs. 19 3 module а Each 12 b 6 module Each 8 module Each 1 с 6 Modular type switch/socket: following Supplying and fixing modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc as required. 5/6 Amps switch Each 31 а 3 pin 5/6 Amp socket outlet 31 b Each 15/16 Amps switch Each 13 с 13 6pin 15/16 Amps (universal) socket outlet Each d ITC Fluorescent fitting directly on surface: Installation, testing and commissioning of prewired, fluorescent fitting / compact fluorescent fitting of all types, complete with all accessories 7 19 Each and tube etc. directly on ceiling/ wall, including connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required. ITC Ceiling fan: Installation, testing and commissioning of ceiling fan, including wiring the down rods of standard 8 Each 1 length (upto 30 cm) with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable etc. as required. 9 **CABLE LAYING** Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1kV grade of following size clamped on wall surface with 1mm thick saddles as required complete. From VDB to LDB а 4X10 sq.mm Metre 15 From VDB to PDB b 4X16 sq.mm Metre 25 From DG to VDB с 3.5X35 sq.mm Metre 160 10 **END TERMINATION**

Unit Rate in Total Rate SI. **Description of work** Unit Qty No in Rs. Rs. Supply and making end termination with brass compression gland, earth clip and aluminium lugs for following size of PVC insulated and PVC sheathed/XLPE aluminium conductor cable fo 1.1KV grade as required. 4X10 sq.mm Each 2 а 4X16 sq.mm b Each 4 3.5X35 sq.mm Each 4 с Supply and installation of 2x36W recess mounted, decorative Soft lite luminaire, powder coated CRCA housing complete with all electrical accessories like electronic ballast, lamp holder, 36W CFL lamp etc complete with all mounting accessories like chain, anchor fastner etc as 10 11 Each required. (Make Bajaj, ordering product 530909 luminarie type BCLA 236 CFL LHD, lamp type 'L' type CFL 2 x 36W or Havells Lamp type 2x36W FP-L (HF)ordering code LHCC59236127 or else change may be approved as per the enigneer in charge). Supplying and fixing PVC angle batten/batten holder with 18W CFL(Make:Havells/Philips) 12 Each 0 including connection as required. Supply of 1x28W flourescent tube fitting sleek with decorative end cap, powder coated CRCA steel channel complete with all electrical accessories like electronic ballast, lamp holder, 13 Each 3 28W T5 lamp etc complete as required. (Philips TMS 540 HF / Wipro WRF 80128 SG / GE DMS 28 N N or else change may be approved as per the enigneer in charge) Supply & installation of 1x18 watts recess mounted down light fixture, with aluminium reflector, CRCA sheet housing, complete with all accessories like ballast, 18W CFL lamp etc complete as required. (Make: Havells Lamp 2x18W 15 type:upto PL-C. ordering code Each 6 LHOC33218399 optics general glass diffuse/ Bajaj 1 X 18 W CFL BJDR 118 FR FGLN WEB D type(Frosted Glass type) as the change may only be approved as per the direction of engineerin-charge).

SI. No	Description of work	Unit	Qty	Unit Rate in Rs.	Total Rate in Rs.
14	Supply and installation of Ceiling fan with its all accessories, including fmodular type regulator(Make Havells/bajaj/usha)	Each	1		
15	S/F Vertical Type TP MCB DB:				
	Supplying and fixing following way, three pole and neutral, sheet steel, Vertical MCB distribution board, 415 volts, on surface/recess, complete with tinned copper busbar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections, phosphatised and powder painted including earthing etc. as required (with provision for isolator as incomer) (ISI make)				
	4 way, double door	Each	1.00		
15.1	S/F of FP Isolators Supplying and fixing following rating, four pole, (three phase and neutral) 415 volts isolators in the existing Vertical DB as incomer complete with connections, testing and commissioning etc as required.				
	63A, 4P isolator	Each	1.00		
15.2	S/F of TP MCB Supplying and fixing 6 amps to 63 amps rating, 415 Volts, "C" series, miniature cirucuit breaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc as required				
	32A TP MCB	Each	1.00		
	63A TP MCB	Each	1.00		
16	S/F of TPN MCB PDB Supplying and fixing following way, three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned copper bus bar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections, phosphatised and powder painted including earthing etc. as required (But without MCB/ RCBO/isolator)				
	12 way Double door, horizontal type.	Each	1.00		
16.1	S/F of TPN RCBO				

SI. No	Description of work	Unit	Qty	Unit Rate in Rs.	Total Rate in Rs.
	Supplying and fixing following rating, four pole,				
	(three phase and neutral) 415 volts RCBO, having				
	a sensitivity current upto 100/300 milliamperes in				
	the existing MCB PDB complete with				
	connections, testing and commissioning etc. as				
	required.	<u>г</u> 1	1.00		
1(0	63 A 4P RCBO 100mA	Each	1.00		
16.2	S/F of SP MCB				
	Supplying and fixing 6 amps to 32 amps rating,				
	240 Volts, "C" series, miniature cirucuit breaker				
	suitable for power loads of following poles in the				
	existing MCB DB complete with connections, testing and commissioning etc as required				
	15A SP MCB	Each	36.00		
17		Each	30.00		
1 /	TPN MCB LDB				
	Supplying and fixing following way, three pole				
	and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned				
	copper bus bar, neutral busbar, earth bar, din bar,				
	detachable gland plate, interconnections,				
	phosphatised and powder painted including				
	earthing etc as required (But without MCB/RCBO				
	/isolator)				
	6 way (4+12), double door	Each	1.00		
17.1	S/F of TPN RCBO				
	Supplying and fixing following rating, four pole,				
	(three phase and neutral) 415 volts RCBO, having				
	a sensitivity current upto 30 milliamperes in the				
	existing MCB LDB complete with connections,				
	testing and commissioning etc. as required				
	32 A 4P RCBO 30mA	Each	1.00		
17.2	S/F of SP MCB				
	Supplying and fixing 6 amps to 10 amps rating,				
	240 Volts, "C" series, miniature cirucuit breaker				
	suitable for lighting and other loads of following				
	poles in the existing MCB DB complete with				
	connections, testing and commissioning etc as				
	required(ISI make)	E a - l	10		
10	6/10A SP MCB	Each	18		
18	CABLE SUPPLY				

Sl. No	Description of work	Unit	Qty	Unit Rate in Rs.	Total Rate in Rs.
	Supplying the following PVC insulated and PVC sheathed/XLPE power cable of 1.1 KV grade as per CPWD standards as required.				
a	4X10 sq.mm	Metre	15		
b	4X16 sq.mm	Metre	25		
с	3.5X35 sq.mm	Metre	160		
19	Pipe earthing with G.I. earth pipe 2.5 metre, long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt) as required complete.	Set	3		
20	Supplying and laying 6 SWG Copper wire on, surface or in recess for loop earthing along with existing surface/recessed conduit/submain wiring/ cable as required.	Metre	60		
21	Supplying and laying 10 SWG Copper wire on, surface or in recess for loop earthing along with existing surface/recessed conduit/submain wiring/ cable as required.	Metre	80		
22	WORK COMPLETION				
22.1	Leading, Positioning, & Installation of 20-25 kVA DG set with all its accessories	LS	1		
22.2	TESTING CT & ENERGY METER(Amount should be released only after submission of Test Certificates)	LS	1		
22.3	Preparation of all drawings submitting and getting approval from Electrical Inspectorate, submitting of Completion certificates and arranging inspection, getting sanction and energisation certificates from Electrical Inspectorate & JHEB, obtaining power allocation & power connection etc. for commissioning of the whole installation in the premises. all statutory payments will be reimbursed on production of the original reciepts. (Finding the exact Feeder to tap power is under the scope of Contractor)	LS	1		
23	Miscellaneous Items				
23.1	Miscellaneous electrical work, removing of existing conduits and interconnections of light,6A socket/16A socket/A/C point from exisiting DB	LS	1		
24	Supply and pointing exhaust fan shutter type white colour-9"/10"(Make Havells/Bajaj/Almonard)	Each	2		

SI. No	Description of work	Unit	Qty	Unit Rate in Rs.	Total Rate in Rs.
25	Supply and Fixing of Calling bell with its all accessories(ISI Marked)	Each	2		
26	Supply, installation & commissioning of 1.5 ton capacity split type Air Conditioner (3 star rating)- Voltas/ LG/ SAMSUNG/ CARRIER/ BLUE STAR with suitable Stabilizer (V-Guard/ Everest/ Voltas/ Microtek), Out Door Unit stand, 4 mtr draining pipe, necessary copper piping. 1 year warranty for AC & Stabilizer 5 years warranty for Compressor Bidder should mention the make & model of the Air Conditioner and Stabilizer	Nos	3		
	Total				

SEAL OF THE TENDERER

SIGNATURE NAME AND ADDRESS OF TENDERER