

HLL LIFECARE LIMITED

(AGOV. OF INDIA ENTERPRISE)
Corporate and Registered Office:

RE-TENDER FOR DIGGING OF TRENCH AROUND CONSTRUCTION SITE AT IDAMALAKUDY, IDUKKI, KERALA STATE (CIVIL WORKS ON TURNKEY BASIS)

**IFB NO. HLL/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-
19, Dt 09.10.2018**



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PART – A

SECTION I

INVITATION FOR BIDS (IFB)

Sealed and super scribed tenders, under Single Bid system, is invited from the eligible contractors, for Digging of Trench around construction site at Idamalakudy, Idukki District, Kerala state, The detailed work is given as in the **Price Schedule** to this Tender.

Sl. No	Details of Site	EMD Amount In Rs
1	Digging of Trench around construction site at Idamalakudy, Idukki District, Kerala	Rs.25,000

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

- a) Date of issue of tender document - 09.10.2018 onwards
- b) Last date and time for receipt of bids - 22.10.2018 up to 15.00 Hrs.
- c) Date and time of opening of bids - 22.10.2018, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

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

3. The completed and sealed bid documents should be submitted to Associate Vice President (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.

4. Bids will be opened in the presence of Bidders representative(s) who choose to attend on

the specified date and time, at the office of HLL at the address given in Clause 2 (d) above.

5. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
7. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
8. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
9. SSI/MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar. But the Party has to provide Security deposit if Tender is awarded to them.

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

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

SENIOR MANAGER (PROJECTS)

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 The bidder should have **Minimum 1 year experience in the relevant field in SECTION V – Qualification Criteria**

1.4 Bidder submit annual turnover statement for last financial year not less than atleast 10 lakhs, certified by Chartered Accountant.

1.5 Deleted.

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 about 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 **choprojects@lifecarehll.com**. Any changes pertains to this tender shall be communicated only through our website **www.lifecarehll.com**

- 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 bid respectively.

7.1 TECHNICAL DOCUMENTS

The technical bid shall consist of the following documents.

- a) **EMD shall be submitted 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.
- b) 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.

- c) Copy of Balance sheet / Bank Statement for the last financial year.
- d) Performance statement in the Proforma VII.
- e) 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 PRICESCHEDULE

Duly filled Bid Form i.e. Price Schedule Abstract and Price Schedule.

7.3 DISTRIBUTION OF WORK IN CASE OF AWARDING WORK TO MORE THAN ONE TENDERER:-

- i. The Company has the right to give the work under this tender to one or more contractors, for any number of site or partially or fully, at Company's own discretion.
- ii. The company reserves the right to distribute the work, site wise, at its discretion to different Tenderers who agree to do the work at the lowest rate accepted. However, the company is not bound to accept the lowest rate quoted by L1 bidder for all works tendered.
- iii. It is specifically made clear that the company reserves right to place the order for the other competent bidders (other than L1 bidder), subject to matching L1 rates.
- iv. Company has chosen to place work Orders with the Matched lowest contractor and when there are more than one such Matched lowest contractor, then the work Orders for the requirement of works will be placed among them at the discretion of the company to get the works executed within the limited time period.
- v. The Matched lowest contractor, on placement of work Order, will be deemed as lowest rate contractor for the purpose of the tender and all provisions of the tender documents applicable to L1 rate tenderer will apply mutatis mutandis to the Matched L1 contractor also.
- vi. If the lowest contractor has failed to execute the required works within the stipulated time, Company will cancel such work orders and on cancellation, Company will place work Orders with the alternate contractor(s) at the risk and cost of the defaulted contractor.

- vii. If the contractor fails to execute the work(s) for any of the Work Orders placed for the similar work(s), at any point of time, either fully or partly, within the stipulated time, Company is at liberty to place work Orders either with other Tenderers (in ascending order, viz., L2,L3 and so on) at the rates offered by them or with alternate sources and in such cases the defaulted contractor is liable to indemnify Company, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by Company and the Company is entitled to recover the difference in cost from any amount due/payable to the defaulted supplier.

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 shall be valid **for One year from the date of opening.**

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

- 13.1 The bidders shall seal the **Technical bid** and **Price bid** in a single cover, duly written on the envelope as

**“RE-TENDER FOR DIGGING OF TRENCH AROUND CONSTRUCTION SITE AT
IDAMALAKUDY, IDUKKI, KERALA STATE”**

“HLL/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-19, Dt 09.10.2018”

“DO NOT OPEN BEFORE 15.30 Hrs. on 17.10.2018”

- 13.2 The envelope shall be addressed to the following address:

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

- (a) If the envelope is not sealed and marked as required, the Company will assume no responsibility for the bid's misplacement or premature opening.
- (b) 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.
- (c) 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 bids, in the presence of bidder's representatives who choose to attend, at 15.30 Hrs on 17.10.2018 at the following Office

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

- 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.
- 16.5 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 & Price bid. The short listed bidders will be informed about the time, date and venue of the price bid opening.

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 bidder's bid.

F. AWARD OF CONTRACT

21. POST QUALIFICATION

- 21.1 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.
- 21.2 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 7.3, 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 bind the successful bidder to enter into a detailed agreement with the Company within 10 days from the date of notification of award.

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. INSPECTION AND TESTS

- 5.1 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.
- 5.2 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.

- 5.3 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.
- 5.4 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.

6 INCIDENTAL SERVICES

- 6.1 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:

7. WARRANTY

- 7.1 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.
- 7.2 This warranty shall remain **valid for one year** after work completion handing over and accepted as indicated in the Contract.
- 7.3 The Company shall promptly notify the contractor in writing of any claims arising under this warranty.
- 7.4 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
- 7.5 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.

8. PAYMENT

8.1 The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.

8.2 Payment shall be made in Indian Rupees

9. PRICES

9.1 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.

10. CONTRACT AMENDMENTS

10.1 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.

11. ASSIGNMENT

11.1 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.

12. SUBCONTRACTS

12.1 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.

13. LIQUIDATED DAMAGES

13.1 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.

14. TERMINATION BY DEFAULT

14.1 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.

14.2 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.

15. FORCE MAJEURE

15.1 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.

15.2 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.

16. TERMINATION FOR INSOLVENCY

16.1 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.

17. RESOLUTION OF DISPUTES/ ARBITRATION

17.1 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.

17.2 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 not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

17.3 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 Sole Arbitrator, to be chosen from the Panel of Arbitrators notified by the Institute of Engineers (India), Kerala Chapter. Venue of the Arbitration shall be Thiruvananthapuram. Language of arbitration shall be English. Award of the Sole Arbitrator will be final and binding upon the Parties.

17.4 Subject to above mentioned Arbitration clause the jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

18. GOVERNING LANGUAGE

18.1 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.

19. APPLICABLE LAW

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

20. NOTICES

20.1 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.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. TAXES AND DUTIES

21.1 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 Kerala before quoting the work and any clarification regarding clarification on site and other tender related queries shall be clarified with HLL in the address/phone/email provided in the document.
3. During the execution of the work the contractor or authorized representative should be present at site.
4. Statutory deduction like Income 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 each bill and shall be released after defect liability period of ONE year.
6. a) 50% of the total value of work may be released upon the completion of 60 % of the work recommended by HLL Site Engineer, countersigned by Regional In charge/ State In charge.

b) Balance 50% will be paid along with the final bill only after issue of Work Completion certificate by Engineer In Charge & Regional In Charge of HLL Lifecare Ltd, countersigned by Business Manager (P&S), CMO or Deputy General Manager (Mktg), CMO.

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

Final Bill to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by HLL Engineer in charge, HLL Area Manager, HLL State In charge, the Contractor's representative, countersigned by Project Engineer, CMO and approved by Business Manager (P&S), CMO or Deputy General Manager (Mktg), CMO.

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

Measurement & Payment terms:

- a) The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactory completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment,/any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
 - b) If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, the rates shall be worked out as per the latest CPWD Schedule of Rates and in case, the item is not included in the CPWD schedule, the rate shall be arrived as per prevailing Market rates.
 - c) The Quantity shown in the schedule is an approximate estimated quantity. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
 - d) 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.
 - e) Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.
1. 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.

The contractor has to arrange all the necessary insurance coverage for the materials/ machines / work men deployed by himat his own cost.

2. Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.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.
3. 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.
4. 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)

5. 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 2.5 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 15 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)

- 1) Bidders should have Minimum 1 year experience in the relevant field. Documentary proof for the above eligibility criteria should be submitted along with the offer.

- 2) Bidders should have experience of having successfully completed within a period of last 1 years ending 30/09/2018 at least
 - i. One similar work of value not less than Rs 15 Lakhs **Or**
 - ii. Two similar works, each of value not less than Rs 12 Lakhs **Or**
 - iii. Three similar works, each of value not less than Rs 8 Lakhs

3) Bidder should have satisfactorily completed at least one work for any Central/State Government Departments or Central/State PSU's or local bodies in the last three years ending 30/09/2018.

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

The bidder should fulfil all the 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/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-19, Dt 09.10.2018”

(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) GST 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.

Office/Personal

(b) Fax No.

Office/Personal

(c) e-mail address

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 year)

HLL/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-19, Dt 09.10.2018

Name of the Tenderer:.....

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

.....

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

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

Signature and Seal of the Bidder

.....

SECTION VIII

HLL LIFECARE LIMITED

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

**HLL/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-19,
09.10.2018**

Dt

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

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

HLL/CHO-PROJ/KL-HCD/RE-TENDER/CIVIL/IDA-TRENCH/2018-19, Dt 09.10.2018

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 **Kerala**.

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

PART : B

SECTION X ABSTRACT PRICE SCHEDULE

SECTION XI PRICE SCHEDULE

SECTION XII SITE PLAN

SECTION X

HLL LIFECARE LIMITED

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

Digging of trench around construction site at Idamalakudy, Idukki, Kerala state
(CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS)

ABSTRACT PRICE BID

Site. No.	Details of Hospital	Amount Quoted (Rs)
XI A	Digging of trench around construction site at Idamalakudy, Idukki, Kerala state	
Total Rs (Including GST @ 18%):		

Total words in Rupees: _____

- * Bidder shall clearly mention whether the GST included or excluded with % in the price bid. If specific indication of GST is not mentioned, then their quoted rate will be treated as inclusive of GST.

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

SEAL OF THE TENDERER

Date:

NAME AND ADDRESS OF TENDERER

SIGNATURE

<u>SECTION XI A</u>					
<u>Digging of trench around construction site at Idamalakudy, Idukki, Kerala State</u>					
S.No	Description	Qty	Unit	Rate in Rs.	Amount in Rs.
Civil Work					
SITE CLEARANCE					
1	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material.	25	Each		-
STONE PITCHING					
2	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	47	Sqm		
MASONRY WORK					
3	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)	32	Cum		
NON- DSR ITEMS					
4	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains, including dressing of sides and ramming of bottoms, lift upto 3m, including getting out the excavated soil and disposal of surplus excavated soil as directed, for all kinds of	1525	Cum		

SECTION XI A

Digging of trench around construction site at Idamalakudy, Idukki, Kerala State

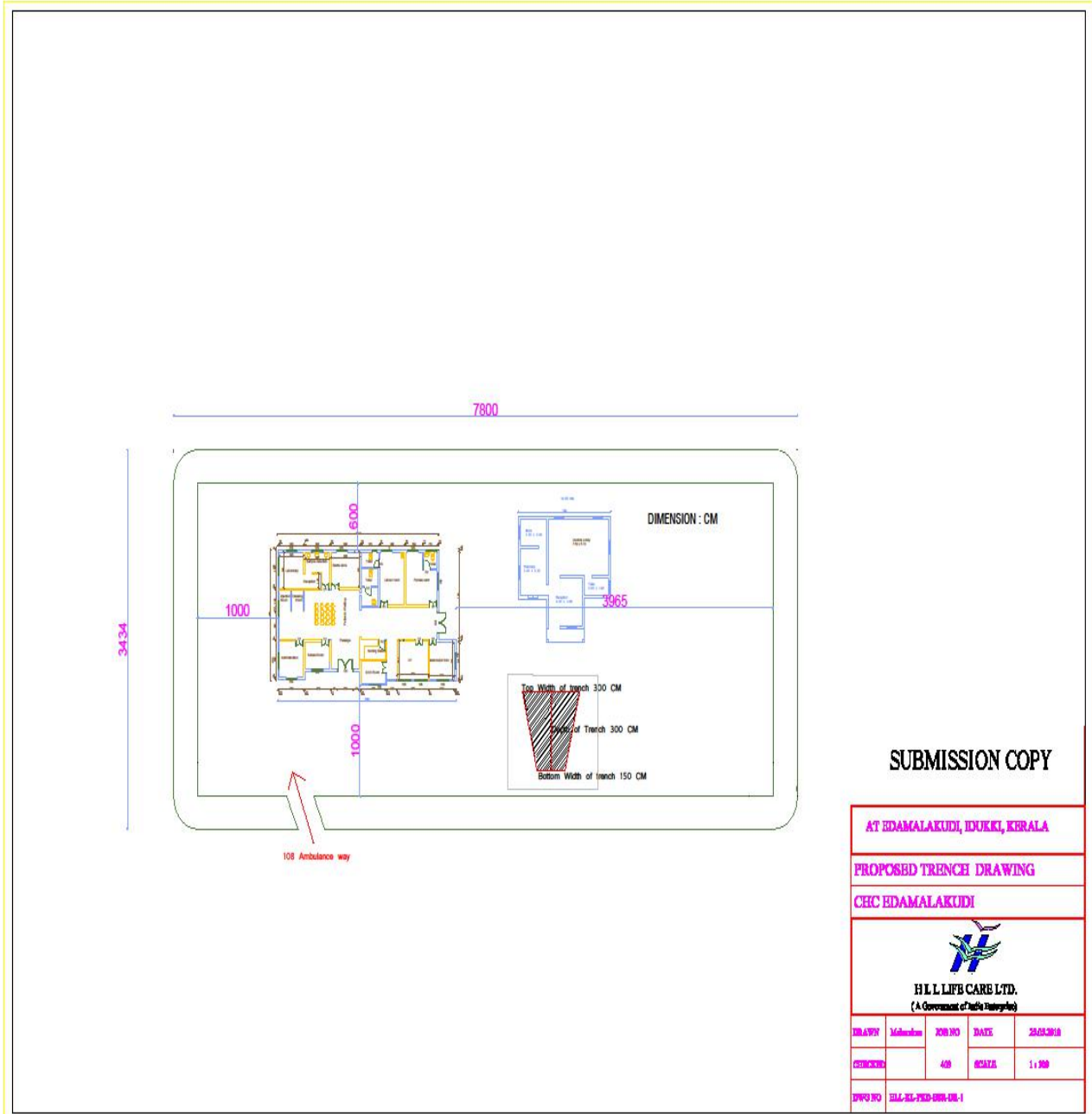
S.No	Description	Qty	Unit	Rate in Rs.	Amount in Rs.
	soil.				
5	Steel work welded in built up sections/ framed work , including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In stringers, treads, landings, Bridges etc. of stair cases, including use of chequered plate wherever required, all complete.	270	KG		
Total Civil Work					
GST @ 18%					
Grand Total					

I agree to complete the work as per the schedule at the rate quoted by me as above.

Date:

BIDDER

Drawing – Proposed Civil Work - 1



Drawing – Proposed Civil Work – 2

