

## **GENERAL TERMS & CONDITIONS**

### **1. Eligibility criteria:**

- a. Bidders should have executed satisfactorily at least three job of similar kind and contract should be valuing not less than Ten lakhs during the last one year in satisfactory manner.
- b. Bidders should have minimum one year experience in the relevant field.

Documental proof for the above eligibility criteria including satisfactory certificate should be submitted along with the offer.

2. The schedule of quantities is appended. Bidders are advised to go through the entire general terms and conditions of this contract carefully.
3. **Earnest money of Rs.12,600.00** in the form of a Demand Draft taken from a scheduled bank, payable at Thiruvananthapuram issued in favor of **HLL Lifecare LTD, HLL Bhavan, Poojappura, Thiruvananthapuram** which should be placed in a separate sealed cover marked **“Earnest Money”** shall be submitted along with the tender. EMD of the unsuccessful bidders will be returned with in 15days from the date of issue of work order. The EMD of the successful bidder will be converted into security deposit / retention money.
4. The filled & duly signed tender (signature on all pages of the tender) should be submitted to Associate Vice President and Business Head (HCS), Healthcare Service Division, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram, PH- 0471-2354949 Ext. 331, 325, 326, 289 on or before **20-06-2016 by 15.00 Hrs.** The application shall be clearly marked **“Tender for Renovation works (Civil and Interiors) of HINDLABS in Govt.Medical College Hospital,Vandanam,Alappuzha ,Kerala.”** The tender will be opened at **16.00Hrs** on the same day itself in the presence of interested bidders or their authorized representatives who choose to attend at the time of opening of tender.
5. The work shall be completed within 15 days from the date of receipt of Work Order or LOI.
6. 5% of the RA Bill value will be deducted from each bill towards retention money / security deoposit.
7. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
8. The contractor shall visit the site before quoting the rates and clarifications if any required can be had from the address mentioned above.
9. Rates quoted should be inclusive of all cost of materials, Tools/Equipments labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.
10. The Management reserves the right to accept or reject the Tender either partially or fully without assigning any reason what so ever.
11. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.

12. During the execution of work the contractor or authorized representative should be present at site.
13. All Materials, Equipments/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
14. The materials used shall be as per specification and of good quality.
15. The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL.
16. Retention Money (Security Deposit) and Defect liability period: Retention money (Security deposit) will be released only after the defect liability period of **one year from the date of issue of Work Completion Certificate**. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
17. **Taxes & Duties:** The amounts quoted in the tender shall be inclusive of all taxes and duties
18. **Penalty for delay:** Penalty shall be imposed at 0.5% per week to a maximum of 7.5% of the contract value for any delay committed by the contractor in completing the work as per the order.
19. **Measurement & Payment terms:** The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactory completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evident that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment,/any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
20. **Payment Schedule:** The contractor can submit two Running account bills during the work period. 80% of the bill value will be paid on each running account bill submitted by the contractor. The remaining 20% will be paid along with the final bill only after issue of Work Completion certificate by Engineer In Charge/Officer In Charge of HLL Life care Ltd .The running account bills is to be submitted detailing the work description ,quantity and rate as per the Work Order. Payments will be made after effecting the statutory deductions of TDS,

Work Contract Tax, Service Tax (reverse charge), etc .Retention money / Security deposit will be deducted on each bill as per clause 6.

21. 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.
22. If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, it will be billed as per Market rate.
23. **Final payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.
24. **Settlement of Dispute:** Arbitration shall not be the means of settlement of dispute or claims or anything on account of this Contract. If any disputes and difference arising out of the contract are to be settled by a civil court at Thiruvananthapuram.

**For HLL Lifecare Ltd.**

**Associate Vice President and Business Head (HCS)**