

**HLL LIFECARE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
AKKULAM FACTORY, SREEKARIYAM P.O,
THIRUVANANTHAPURAM-695017**

Email: materialsft@lifecarehll.com, epurchaseaft@gmail.com,
Website: www.lifecarehll.com
PH: +91 471 2442641, 2445930



INVITATION OF BID

***FOR
THE APPOINTMENT OF
ENGINEERING CONSULTANT FOR
UPGRADATION OF BLOOD BAG PRODUCTION FACILITY
AS PER cGMP NORMS & LATEST INDIAN MEDICAL DEVICE RULES***

***AT
HLL LIFECARE LTD, AKKULAM FACTORY , THIRUVANANTHAPURAM***

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TECHNICAL BID (FORM A)

**FOR
THE APPOINTMENT OF
ENGINEERING CONSULTANT FOR
UPGRADATION OF BLOOD BAG PRODUCTION FACILITY
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**AT
HLL LIFECARE LTD, AKKULAM FACTORY , THIRUVANANTHAPURAM**

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SECTION I
INVITATION FOR BIDS (IFB)

HLL Lifecare Limited invites sealed and super scribed tenders under TWO BID systems from eligible and competent consultants for Engineering design, preparation of BOQ/ TENDER etc. in connection with the UPGRADATION OF BLOOD BAG MANUFACTURING FACILITY AT THE HLL AKKULAM PLANT, details as given below. DETAILS are also available at our website www.lifecarehll.com.

Estimated Cost of the work (PAC)	Total estimated cost for Up-gradation (without GST) : Rs 2.56 Crore (Rupees Two Crore Fifty Six Lakhs Only)
Period of Completion of project	11 Months <ul style="list-style-type: none"> • Design & Engineering- 2 Months • Tendering & Finalization of Contract- 2 Months • Project supply, Execution, Commissioning & validation- 7 Months
Earnest Money Deposit	Rs. 10,000.00 (Rupees Ten thousand only) in the form of DD drawn in favour of HLL Lifecare Ltd payable at Akkulam/RTGS/NEFT shall be submitted along with the Tender
Tender form	Tender form can be downloaded from HLL website www.lifecarehll.com for a cost of Rs.590/- (Including GST) in the form of DD drawn in favour of HLL Lifecare Ltd payable at Akkulam/RTGS/NEFT shall be submitted along with the Tender
Period of contract	11 Months from the date of award of work.
Availability of Tender documents at HLL website	18/07/2022
Last date & time of submission of Tender	02/08/2022 AT 14.00 HRS
Date & Time of opening of technical Bid	02/08/2022 AT 15.30 HRS

A complete set of Bid Documents can be had from the Office of the JOINT GENERAL MANAGER (Materials), HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram - 695 017, Kerala, India during office hours on any working day on submission of written application.

The Bid Documents will be available up to 15.00 Hrs on the previous day of the Opening Date of the Bids. Address for communication, receipt and Place of opening of bids:

*JOINT GENERAL MANAGER (MATERIALS),
HLL LIFECARE LIMITED,
AKKULAM FACTORY, SREEKARIYAM.P.O
THIRUVANANTHAPURAM - 695 017
KERALA, INDIA
PH. 2445930, FAX: (0471) 2445935*

1. The completed bid documents and all schedules should be submitted to JOINT GENERAL MANAGER (Materials), in the above address along with sealed bids and the Bid Security (Earnest Money Deposit- EMD) and Tender Fee. Bids received after due date and time will be rejected. Any bid not accompanied by Bid Security will be rejected.
2. The bidder shall furnish, as part of this bid, Earnest Money Deposit (EMD) for an amount of Rs.10,000/-. The Bid Security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security. The bid security shall be in the form of a Demand Draft in favour of HLL Lifecare Limited, payable at Thiruvananthapuram / through RTGS/NEFT transfer or a Bank Guarantee (from Scheduled Banks. HLL Bank A/c details as follows:
Name of Bank : State Bank of India
A/c number : 30307559515
IFSC Code : SBIN0004350
SWIFT Code : SBININBB564
Branch name : Commercial Branch, Thycaud, Thiruvananthapuram
3. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity.
4. SSI/MSME units interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhaar Memorandum Number issued to it under the MSME 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. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.
5. NSIC /SSI/MSME units have to submit a Bid Security Declaration Form to avail Bid Security exception. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser. The supplier shall quote as per price schedule for all the items given in schedule of requirement.
6. The Rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with

- an adjustable price quotation will be treated as non - responsive and rejected. The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.
7. The Rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
 8. The Technical Bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The Price Bids of tenderers who fulfill the Technical bid requirements only will be opened for further evaluation. HLL Lifecare Limited reserves the right to reject any or all of the offers without assigning any reason.
 9. The successful bidder shall be required to execute a Contract Agreement within fifteen days of issue of Letter of Acceptance, failing which the Earnest Money shall be forfeited and the offer cancelled.
 10. Bids will be opened in the presence of Bidders representative(s) who wishes to attend on the specified date and time, at the office of HLL at the address given in Clause '2' above.
 11. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
 12. Tenderers shall submit a written Power of Attorney authorizing the signatory (ies) of the tender to commit the tender.
 13. Each page of tender shall be signed by the authorized signatory of the Tenderer.
 14. Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Contract shall be communicated forthwith in writing by the Tenderer to HLL.
 15. The 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 the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. 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. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason thereof.
 16. Any changes regarding extension of tender time etc. shall be communicated through our website
 17. Unit Chief, HLL Lifecare Limited, Akkulam Factory reserves right to cancel this tender at any point of time.

Joint General Manager (Materials)

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SECTION II

INSTRUCTION TO BIDDERS (ITB)

1. Brief Description of the Job

HLL Lifecare Limited wishes to appoint Engineering Consultant for providing Engineering Consultancy Services for up-gradation of existing Blood Bag manufacturing facility at the HLL Akkulam factory, Thiruvananthapuram.

Party shall visit to understand the nature of work & requirements at their own cost before quoting the Price.

The nature of services to be provided by the Consultant will include, but not limited to inspection of the existing running production facility of Blood Bag production unit and prepare detailed Gap analysis with respect to the requirement of latest Indian Medical Device Rules & cGMP (current Good Manufacturing Practice) norms and accordingly preparing Detailed Design & Engineering (including all execution drawings), Planning of all Services (viz HVAC, Clean room Partition, Mechanical, Electrical, minor civil works etc), preparation of Drawing, BOQ & Tender Document, Technical Assistance for Pre-Bid Meeting, Evaluation & Finalization of Bids for selection of contractor, Co-ordination with HLL and Contractor for smooth implementation of project, Preparation of Running Account Bills and providing day to day supervision at execution stage with due emphasis on quality of design and work as per cGMP norms.

The selection process would be Quality and Cost Based Selection (QCBS) Method. Based on the information supplied in the Technical Bid in respect of the Eligibility Criteria, firms would be short-listed and the Price Bid of short listed firms would only be opened. The Consultant will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

2. FACILITY REQUIREMENT & SCOPE OF WORK

2.1 Facility Requirement

- Area (in the existing building for Blood Bag Production)- 25,000 Sq Feet (approx.).
- Clean Room Area (Blood Bag Production)- ISO-5 (Filling), ISO -7 (Assembly) & ISO-8 (Moulding and extrusion of components)
- Gents & Ladies change Room- To be operated with separate AHU
- Paneling of Corridor, change rooms- To be provided with Powder Coated GI Sheets, Floors- To be provided with EPOXY where ever necessary.
- New AHU for change rooms, corridor and Material receipt area.

- Gap analysis of existing AHU's, terminal HEPA, return riser etc as per the GMP requirement.

The facility shall qualify cGMP and latest Indian Medical Device Rules.

2.2 Preliminary stage

2.2.1. The services to be provided by the Consultants shall inter alia include the following:-

- a) Visiting the existing production facility of Blood Bag production (along with utilities, technical area) at HLL Akkulam factory, discussing in details with HLL representatives, to carry out the Gap analysis to assess the modification requirement with minimum down time in production.
- b) Preparing preliminary drawings and designs of HAVC, Clean room modular partition, Door interlocks, electrical, mechanical & piping works, plumbing, civil works (if any) including dismantling/ demolition work after carrying out the gap analysis in consultation with HLL representatives.
- c) Preliminary planning of all internal and external services like water supply, water drainage, piping, HVAC ducting and other conduits for services, fire fighting arrangements etc. complete.
- d) Brief outline - specifications.
 - 1) Preparation and submission of preliminary estimates of cost on area basis, supported with quantities, details of measurements and existing market rates along with the drawings in triplicate and obtaining approval of HLL.
 - 2) Obtaining the approval of HLL to b, c, & d.1 above and to any subsequent changes which the consultant will carry out on the advice of HLL, and to computations of designs, drawings and services design which shall be in accordance with the cGMP norms.
 - 3) The Consultant shall indicate the name of his sub- consultants for various services with their organization, qualification and experience and shall obtain prior approval of HLL for the same. However, he shall be fully responsible for the correctness and accuracy of services design prepared by such sub-consultants and shall indemnify HLL for damage or loss caused due to negligence of sub-consultant.
 - 4) **Vendors & Quality Assurance Plan (QAP):-** The consultant shall provide the vendor details of all equipments/materials and also shall provide various Quality Assurance Plan (QAP) for all materials envisaged in the project.

2.2.2. Wherever in house expertise for designing services/sub systems including structural design, is not available with the consultant, the agency whom the consultant proposes to engage for this purpose, shall be got approved from HLL. This agency shall be associated from the preliminary drawing stage to the final design work. The copy of the agreement between sub-consultant and the consultant shall

also be submitted to HLL and in case the full fees are not paid to the sub-consultant in time as per agreement between them, HLL shall have a right to recover the amount payable to the sub-consultant from the consultant's bills and make payment to the sub-consultant. However, in case of any dispute between the consultant and sub-consultant, the disputed amount shall be kept in deposit by HLL till such time the dispute is resolved as per the terms and conditions of the agreement drawn between the consultant and the sub-consultant.

2.3 Working drawings stage: -

Consultant shall be responsible for:-

- a) Preparation of detailed architectural drawings (hereinafter called working drawings), Dismantling works, civil works (if any) , schedules, service drawings including drawings showing the details of all the utility services such as pipes & fittings, water & air supply, sanitary, electrical installations, acoustics, air-conditioning, Clean room modular partitions, Clean room equipment (viz Pass box, air shower etc), firefighting, etc. including details of specifications of all items of work. All the drawings and design calculations shall be made available by the consultant to HLL in duplicate for checking and approval. However, the responsibility for the correctness and accuracy of the structural design and safety of structure shall be entirely that of Consultant.
- b) Obtaining approval of HLL in respect of items mentioned in clause (a) above and modifying them, if considered necessary by HLL.
- c) If required, obtaining the approval of local and other authorities mentioned in clause 2.2.1 above and making any changes required by them.
- d) Preparation of complete working details, schedules, specifications and bill of quantities including those of various services in the manner prescribed by employer, to describe the part/whole project adequately and supplying details of calculations of such bill of quantities/ Tender to enable HLL to check before finalization. Supplying free of charge twelve sets of approved bill of quantities, Tender along with the drawings needed for tender purpose.
- e) Technical Assistance for Pre-Bid Meeting scheduled by HLL, Detailed Evaluation of Technical & Commercial Part and Finalization of Bids for selection of contractor.

2.4 Execution/Completion stage

The Consultant shall:

- a) Supply all the approved working drawings and Structural drawings, specifications and details in the manner required by HLL for proper execution of the work. (In total 6 sets of approved drawings shall be supplied without any additional charge to HLL)
- b) Obtain HLL's approval for any material deviation in design or specifications.
- c) Inspect & certify correctness of the physical layout at site as per approved plans.

- d) Preparation of Weekly Progress Report to the Officer in Charge of the Project. Report format will be prepared by the Consultant and approved by HLL.
- e) Preparation of Running Account Bills
- f) The consultant shall employ qualified and experienced person on day-to-day basis for supervision during the execution of works:
- g) Coordinate the various activities of his sub-consultants.
- h) Certify final completion of the work and furnish to HLL the Facility Completion Certificate along with six sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents.

2.5 Validation of the facility

The Consultant shall be responsible for the Validation and Certification of all critical parameters of the Clean Room Facility.

3. Eligibility Criteria.

1. The bidder should be in the business of Engineering Consultancy Services (planning, designing including clean room facility, HVAC systems, contract management, supervision of building construction works etc) for a minimum period of last three years, supported by documentary evidences.
2. The proprietor or one of the partners or a Director in the case of Firm(s) should be registered /licensed agency.
3. The total executed value of the projects during the last 3 years should be at least Rs. 1 Crore which should be supported by documentary evidence with completion certificate.

4. Submittal of Offer.

The intending Consultants shall submit their Offer in two parts, the Technical Bid and the Price Bid.

4.1 TECHNICAL BID

- 4.1.1 The technical bid, clearly labelled as “**TECHNICAL BID**”, shall consist of following information /details for evaluating the eligibility criteria of bidders.
 - a. Covering letter for the Bid in Form A.
 - b. Checklist for the enclosed documents in the format as **APPENDIX - I**
 - c. Tender fee and Earnest Money Deposit in the form of either DD drawn in favour of M/s. HLL Lifecare Limited payable at Thiruvananthapuram / or by NEFT/ RTGS in the HLL account for Rs.10,000/-, proof of remittance in a separate sealed envelope duly marked “**TENDER FEE & EMD**”.

- d. Attested Copy of Power of Attorney, wherever applicable (in favour of the Authorized Signatory of the Bidder) to submit the Bid.
- e. Relevant Experience for the projects
 - i. Experience in business in the form attached as Form T-I.
 - ii. Total number of projects which have been planned and designed including subsystems during the last five years; by the Tenderer in the format attached as Form T-II.
 - iii. Performance certificate from client in the Form T-IV in respect of Works above.
- f. Technical and organizational capability- Form T-III

4.1.2 In addition to the above, following information shall also be furnished as Part of Technical Bid.

The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment.

4.2 THE PRICE BID

4.2.1 The price bid, clearly labeled as “PRICE BID” will contain the following:

- i. Form of Tender (Form A).
- ii. Price Bid of the Offer as per Form B.

4.2.2 The price proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form B. The final prices shall be entered in the **Form B**. These prices should include all statutory deductions and duties and taxes associated with the contract.

5 AWARD OF CONTRACT

5.1. AWARD CRITERIA

5.1.1 Subject to meeting the Eligibility Criteria stipulated in Clause 3 and Technical Bid stipulated in Clause 4.1 above, HLL will award, the Contract to the Consultant, whose Offer has been determined to be substantially responsive, complete and in accordance with the Bid documents, and whose Price has been determined to be the lowest.

5.1.2 If the price bid of one or more parties is equal then the party having better/higher Eligibility Credentials shall be considered for award of Contract.

5.2 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

Notwithstanding Clause 5.1, HLL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HLL's action.

5.3 NOTIFICATION OF AWARD & SECURITY DEPOSIT

5.3.1 Prior to the expiry of the period of offer validity prescribed by the HLL, HLL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the percentage at which HLL will pay to the Consultant in consideration of the services to be provided for the works by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The Letter of Acceptance will be sent to the successful bidder. No correspondence will be entertained by HLL from the unsuccessful Bidders.

5.3.2 The Letter of Acceptance shall constitute a part of the contract.

5.3.3 On award of work to the successful bidder, HLL will promptly notify the unsuccessful Bidders and discharge / return their EMD.

5.3.4 Up on receipt of Service Order / LOI, contractor shall submit Security Deposit amounting to 3 % of the Service Order Value.

5.4 SIGNING OF AGREEMENT

5.4.1 HLL shall prepare the Agreement in the Performa (Form C) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 10 days from the date of issue of the Letter of Acceptance the successful Bidder will be required to execute the Contract agreement. One copy of the Agreement duly signed by HLL and the Consultant through their authorized signatories, will be supplied by HLL to the Consultant.

5.5 Schedule of Payments

SL No	Description	Payment in % of the contract value awarded Consultancy fee Payable (on approval)
1	ON PREPARATION OF PRELIMINARY DRAWING/ ESTIMATE	: 20 %
2	On preparation and approval of detailed drawing / Estimate / NIT	: 15%
3	ASSESSMENT TECHNO-COMMERCIAL EVALUATION, & ISSUE OF WORK ORDER of the Project	: 5%
4	On completion of 50% of THE CONTRACT work	: 20%
5	On completion of 100% of THE CONTRACT work	: 20%
6	Completion drawings, Validation & Closure & issue of completion certificate of work	: 10%
7	Preparation & Certification of Final bill (The payment is subject to all statutory deductions as applicable)	: 10%

6) TERMINATION

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

In the event of the Purchaser terminates the contract in whole or in part, the Purchaser may arrange services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

7) Termination for insolvency

If the Consultant becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Consultant without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

8) Force Majeure

Notwithstanding the provisions, the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

10) Governing language

The contract shall be written in English language only. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

14) General/ Miscellaneous Clauses

- a. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/Service Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- b. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c. The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.
- d. Each member/constituent of the Supplier/its Indian Agent/ Service Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- e. The Supplier/its Indian Agent/ Service Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- f. The Supplier/its Agent/ Service Provider shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- g. All claims regarding indemnity shall survive the termination or expiry of the contract.

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SECTION III

TECHNICAL BID PRE-QUALIFICATION CRITERIA

The Bidders must include the following informations in their Technical Bid in the forms given in Appendix-1:

1. The general and overall experience of the firm including the number of years of operations, indicating the number of years in planning, designing of clean room facility, HVAC contract management, construction, supervision of building works etc. The minimum period of experience required is **THREE Years**.
2. The total executed value of the projects during the last 3 years should be at least **Rs. 1 Crore** which should be supported by documentary evidences.
4. Experience of the Bidders in Planning and Design of Clean Room Facility, HVAC and allied works. Documentary evidence for consultancy the provided by the Bidders for the Clean room HVAC system with allied services for Pharmaceuticals/ Bio Pharma/ Medical Devices sector shall be submitted with Technical Bid.
5. Summary of permanent professional employees and Key personnel indicating the nature of specialization, qualifications and experience considering requirements specified in earlier paragraph. The CVs of key personnel proposed to be deployed on this assignment along with documentary proof of qualification and experience, their written consent and availability.

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APPENDIX - I

CHECK LIST FOR PREQUALIFICATION

PAGE NO.	Description	Enclosed or not	
		Yes	No
4	Tender fee & EMD		
7-14	Form A - Form of Bid		
26-29	Form B- Format for Price bid		
17-18	Form T-I - General Information		
19	Form T-II - Number of Projects for which comprehensive Consultancy provided in the last five years		
20-21	Form T-III - Key personnel proposed/CVs of Key Staff for the project		
22	Form T-IV- Performance Report of Works		
30-37	Form C - Engineering Consultancy Contract		

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FORM T-I

GENERAL INFORMATION

- 1. Names of the firm:
- 2. Legal Status of the Firm: Individual/Association/Joint Venture/Consortium
- 3. Registered Address, telephone, Tele-fax.

.....

.....

.....

- 4. Contact Person, Designation and address including email id

.....

.....

- 5. WHETHER PROPRIETARY / PARTNERSHIP / LIMITED COMPANY.

- 6. DETAILS OF TAX REGISTRATION :

- a) GST No.
- b) PAN No

- 7. DETAILS OF YOUR BANK ACCOUNT

- a) NAME & ADDRESS OF YOUR BANKER(S)
- b) ACCOUNT NO
- c) IFS CODE

- 8. ARE YOU A MSME VENDOR? IF YES

- A) PLEASE MENTION YOUR SOCIAL CATEGORY (SC/ST/OBC)
- B) WHETHER YOU ARE A WOMEN ENTREPRENEUR

- 9. Number of years in the relevant Consultancy Business:

10. Number of Projects for which comprehensive design consultancy has been provided during the last three years with details:
11. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others:
12. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?
13. State if in-house expertise is available for all services/sub-systems. If not details of sub-consultants to be involved in the project.
14. State the Quality System followed in the Company. Does the company have an ISO 9001 certificate or it follows an internal quality system.
 - (i) Attach an attested photocopy of Certificate of Registration.

HLL LIFECARE LIMITED
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AKKULAM FACTORY, SREEKARIYAM P.O,
THIRUVANANTHAPURAM-695017

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Website: www.lifecarehll.com

PH: +91 471 2442641, 2445930

FORM T-II

NUMBER OF PROJECTS FOR WHICH COMPREHENSIVE CONSULTANCY SERVICES PROVIDED IN THE LAST FIVE YEARS

SL. No.	NAME AND LOCATION OF THE PROJECT	NAME AND ADDRESS OF THE CLIENT	DETAILS OF THE PROJECT			DURATION OF PROJECT		YEAR OF COMPLETION OF PROJECT	Remarks
			BUILT UP AREA	NO. OF FLOORS	COST*	FROM	TO		
1									
2									
3									
4									
5									
6									

*- VALUE OF THE WORK FOR WHICH SERVICES PROVIDED BY THE CONSULTANT ONLY SHALL BE PROVIDED

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FORM T-III A

KEY PERSONNEL PROPOSED FOR THE CONSULTANCY SERVICES

Sl. No.	Sector	Number of proposed	Education	Proposed Designati	Total Years of Experienc	Relevant Experienc e in years
1.	Architect					
2.	Mechanical Engineer					
3.	Electrical Engineer					
4.	Network Engineer					
5.	HVAC					
6.	PHE					
7.	Fire Detection & protection Systems					

Note :

- 1) A summary of the qualification and work experience of each key staff, to be attached.
- 2) CVs to be submitted for all the proposed personnel in the format provided

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FORM T-III B
CVs OF KEY STAFF

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position		
Details of task assigned		
Man- Months budgeted for the task assigned		
Key Qualifications		
Education		
Employment Record		
Name of the Firm	Position Held	Years of Employment

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FORM T-IV

PERFORMANCE REPORT OF WORKS (On Clients' Letter Head)

1. Name of Project and location
2. Agreement No.
3. Estimated Cost
4. Built up area
5. Date of Start
6. Date of Completion
7. Performance Report

Quality of Services provided

Very Good/ Good/ Fair/ Poor

DATE:

AUTHORISED SIGNATORY (WITH STAMP)

HLL LIFECARE LIMITED
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SECTION IV
INDEMINITY CLAUSE

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier 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-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply 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 dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply 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:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

HLL LIFECARE LIMITED
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SECTION V

DECLARATION

We confirm having read and understood all the specifications, 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 APPLICANT

SIGNATURE
NAME AND ADDRESS OF APPLICANT

HLL LIFECARE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
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SECTION VI

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of THREE year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

HLL LIFECARE LIMITED
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PRICE BID (FORM B)

**FOR
THE APPOINTMENT OF
ENGINEERING CONSULTANT FOR
UPGRADATION OF BLOOD BAG PRODUCTION FACILITY
AS PER cGMP NORMS & LATEST INDIAN MEDICAL DEVICE RULES**

**AT
HLL LIFECARE LTD, AKKULAM FACTORY , THIRUVANANTHAPURAM**

HLL LIFECARE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
AKKULAM FACTORY, SREEKARIYAM P.O,
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FORM B

FORM OF BID

Bidders are required to fill up all the blank spaces in this form of Tender.

NAME OF WORK : Engineering Consultancy services for up-gradation of Blood Bag manufacturing facility at the Akkulam factory, Thiruvananthapuram.

To

JOINT GENERAL MANAGER (MTLS)
HLL Lifecare Limited,
AKKULAM, SREEKARIYAM.P.O.
THIRUVANANTHAPURAM-17

1. Having examined the Terms and conditions of the Engineering Consultancy Services Contract attached hereto and the NIT for the Engineering Consultancy for up-gradation of Blood Bag manufacturing facility at the Akkulam factory, Thiruvananthapuram, we the undersigned, offer to provide comprehensive Engineering Consultancy Services in conformity with the Terms and conditions of the Engineering Consultancy Services Contract attached hereto.
2. We undertake, if our Offer is accepted, to commence the works within one week of signing the Contract Agreement to commence and to complete the whole of the Works comprised in the Contract within **the Time Schedules mentioned therein** calculated from the date of issue of work requisition.
3. We agree to abide by this Offer for a minimum period of **90 days** from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

- 4. We declare that the submission of this Offer confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of Employer, if it finds to the contrary, to declare our Offer to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 5. We understand that you are not bound to accept the lowest or any offer you may receive.
- 6. If our Offer is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

DATED THIS.....DAY OF.....**200**

SIGNATURE

NAME..... IN THE CAPACITY OF

DULY AUTHORIZED TO SIGN TENDERS FOR AND ON BEHALF OF.....

ADDRESS

WITNESS - SIGNATURE

NAME

ADDRESS

Occupation

HLL LIFECARE LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
AKKULAM FACTORY, SREEKARIYAM P.O,
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FORMAT FOR PRICE BID

DATE:

To
 JOINT GENERAL MANAGER (MATERIALS)
 HLL LIFECARE LIMITED
 SREEKARIYAM.P.O.
 THIRUVANANTHAPURAM - 695 017

SUB : OFFER FOR UPGRADATION OF BLOOD BAG MANUFACTURING FACILITY AT AKKULAM
 FACTORY, THIRUVANANTHAPURAM.

REF :

RESPECTED SIR/MADAM,

We have understood all the Terms & Conditions with respect to the Tender referred above. We hereby provide our Service Fee for providing Engineering Consultancy services for up-gradation of Blood Bag manufacturing facility at the Akkulam factory, Thiruvananthapuram on a comprehensive basis.

SL No	Description	UoM	AMOUNT
1	Engineering Consultancy services for up-gradation of Blood Bag manufacturing facility at the Akkulam factory, Thiruvananthapuram Description.		
2	GST (..... %)		
3	Total Amount in Words		

(Total Amount in Words:)

1. IN CASE OF DIFFERENCE BETWEEN THE WORDS AND FIGURES, WORDS WOULD PREVAIL.

2. THE OFFERED RATE IS VALID FOR **ONE** YEAR UNTIL AND UNLESS THE CONTRACT TERMINATES.

FOR AND ON BEHALF OF :

NAME OF THE PERSON :

SIGNATURE :

DESIGNATION :

(WITH OFFICE SEAL)

ENGINEERING CONSULTANCY CONTRACT

This agreement made on this _____ day of _____ Two Thousand Nine between HLL Lifecare Limited, Company incorporated under the Companies Act, 1956 and having its Registered Office at HLL Bhavan, Poojappura, Thiruvananthapuram - 695 012 (hereinafter referred to as Employer) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part and M/s. _____ having their Registered Office at _____

(Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

Whereas HLL is desirous of engaging Engineering Consultant for setting up of Suture manufacturing facility at its Akkulam Plant, Thiruvananthapuram in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same (here in after referred as parties).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS TERMS AND CONDITIONS OF AGREEMENT

1.0 DEFINITIONS:

1.1 For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i) "Approved" means approved by HLL’s representative in writing including subsequent confirmation of previous approval.
- ii) "Employer" means the HLL Lifecare Limited, Akkulam Plant, Thiruvananthapuram which expression shall unless excluded by or repugnant to the context include its representative.
- iii) “Employer’s representative” means any officer authorized by HLL Lifecare Limited, Akkulam Plant, Thiruvananthapuram for the work.
- iv) “Consultant” means M/s.....

.....

2. SCOPE OF WORK

The nature of services to be provided by the Consultant will include, but not limited to, preparing Design and Details of HVAC, Modular clean room partition, Clean room equipment, Electrical, Mechanical, plumbing, Civil works/ dismantling works (in any) etc, Planning of all Services, preparation of BOQ & Tender Document, Bid Evaluation & Recommendation, Running Account Bills and providing day to day supervision at execution stage with due emphasis on quality of design and work. The Consultant will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

2.1 Facility Requirement

- Area (in the existing building for Blood Bag Production)- 25,000 Sq Feet (approx.).
- Clean Room Area (Blood Bag Production)- ISO-5 (Filling), ISO -7 (Assembly) & ISO-8 (Moulding and extrusion of components)
- Gents & Ladies change Room, Material receipt room, corridors - To be operated with separate AHU
- Paneling of Corridor, change rooms- To be provided with Powder Coated GI Sheets, Floors- To be provided with EPOXY where ever necessary.

The facility shall qualify cGMP and shall be complying as per latest Indian Medical Device Rules

2.2 Preliminary stage

2.2.1. The services to be provided by the Consultants shall inter alia include the following:-

- a) Visiting the existing production facility of Blood Bag production (along with utilities, technical area) at HLL Akkulam factory, discussing in details with HLL representatives, to carry out the Gap analysis to assess the modification requirement with minimum down time in production.
- b) Preparing preliminary drawings and designs of HAVC, Clean room modular partition, Door interlocks, electrical, mechanical & piping works, plumbing, civil works (if any) including dismantling/ demolition work after carrying out the gap analysis in consultation with HLL representatives.
- c) Preliminary planning of all internal and external services like water supply, water drainage, piping, HVAC ducting and other conduits for services, fire fighting arrangements etc. complete.
- d) Brief outline - specifications.
 - 1) Preparation and submission of preliminary estimates of cost on area basis, supported with quantities, details of measurements and existing market rates along with the drawings in triplicate and obtaining approval of HLL.
 - 2) Obtaining the approval of HLL to b, c, & d.1 above and to any subsequent changes which the consultant will carry out on the advice of HLL, and to computations of designs, drawings and services design which shall be in accordance with the cGMP norms.

- 3) The Consultant shall indicate the name of his sub-consultants for various services with their organization, qualification and experience and shall obtain prior approval of HLL for the same. However, he shall be fully responsible for the correctness and accuracy of services design prepared by such sub-consultants and shall indemnify HLL for damage or loss caused due to negligence of sub-consultant.
- 4) **Vendors & Quality Assurance Plan (QAP):-** The consultant shall provide the vendor details of all equipments/materials and also shall provide various Quality Assurance Plan (QAP) for all materials envisaged in the project.

2.2.2. WHEREVER IN HOUSE EXPERTISE FOR DESIGNING SERVICES/SUB SYSTEMS INCLUDING STRUCTURAL DESIGN, IS NOT AVAILABLE WITH THE CONSULTANT, THE AGENCY WHOM THE CONSULTANT PROPOSES TO ENGAGE FOR THIS PURPOSE, SHALL BE GOT APPROVED FROM HLL. THIS AGENCY SHALL BE ASSOCIATED FROM THE PRELIMINARY DRAWING STAGE TO THE FINAL DESIGN WORK. THE COPY OF THE AGREEMENT BETWEEN SUB-CONSULTANT AND THE CONSULTANT SHALL ALSO BE SUBMITTED TO HLL AND IN CASE THE FULL FEES ARE NOT PAID TO THE SUB-CONSULTANT IN TIME AS PER AGREEMENT BETWEEN THEM, HLL SHALL HAVE A RIGHT TO RECOVER THE AMOUNT PAYABLE TO THE SUB-CONSULTANT FROM THE CONSULTANT'S BILLS AND MAKE PAYMENT TO THE SUB-CONSULTANT. HOWEVER, IN CASE OF ANY DISPUTE BETWEEN THE CONSULTANT AND SUB-CONSULTANT, THE DISPUTED AMOUNT SHALL BE KEPT IN DEPOSIT BY HLL TILL SUCH TIME THE DISPUTE IS RESOLVED AS PER THE TERMS AND CONDITIONS OF THE AGREEMENT DRAWN BETWEEN THE CONSULTANT AND THE SUB-CONSULTANT.

2.3 Working drawings stage: -

Consultant shall be responsible for:-

- a) Preparation of detailed architectural drawings (hereinafter called working drawings), Dismantling works, civil works (if any) , schedules, service drawings including drawings showing the details of all the utility services such as pipes & fittings, water & air supply, sanitary, electrical installations, acoustics, air-conditioning, Clean room modular partitions, Clean room equipment (viz Pass box, air shower etc), firefighting, etc. including details of specifications of all items of work. All the drawings and design calculations shall be made available by the consultant to HLL in duplicate for checking and approval. However, the responsibility for the correctness and accuracy of the structural design and safety of structure shall be entirely that of Consultant.
- b) Obtaining approval of HLL in respect of items mentioned in clause (a) above and modifying them, if considered necessary by HLL.
- c) If required, obtaining the approval of local and other authorities mentioned in clause 2.2.1 above and making any changes required by them.
- d) Preparation of complete working details, schedules, specifications and bill of quantities including those of various services in the manner prescribed by employer, to describe the part/whole project adequately and supplying details of calculations of such bill of quantities/ Tender to enable HLL to check before finalization. Supplying free of charge twelve sets of approved bill of quantities, Tender along with the drawings needed for tender purpose.

2.4 Execution/Completion stage

The Consultant shall:

- a) Supply all the approved working drawings and Structural drawings, specifications and details in the manner required by HLL for proper execution of the work. (In total 6 sets of approved drawings shall be supplied without any additional charge to HLL)
- b) Obtain HLL's approval for any material deviation in design or specifications.
- c) Inspect & certify correctness of the physical layout at site as per approved plans. Preparation of running account bills
- d) Preparation of Running Account Bills
- e) The consultant shall employ qualified and experienced person on day-to-day basis for supervision during the execution of works:
- f) Coordinate the various activities of his sub-consultants.
- g) Certify final completion of the work and furnish to HLL the Facility Completion Certificate along with six sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents.

2.5 Validation of the facility

The Consultant shall be responsible for the Validation and Certification of all critical parameters of the Clean Room Facility.

2.6 Certification

The Consultant shall certify final completion of the work and obtain all the required completion certificates / NOCs from the various local authorities and furnish to HLL the building completion certificate along with four sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents. These drawings will be in addition to drawings and details mentioned in above clauses.

3.0 PAYMENT OF REMUNERATION

The Rate finalized for the Consultancy Service for the upgradation of Blood Bag Production Facility as per cGMP shall be firm and fixed for the period of contract. Payment shall be made as per the schedule described in Clause 4. The amount of the Service shall include professional Consultancy Service rendered by the Contractor as well as cost of supervisory staff and other establishment employed on work by the consultant for HLL

4.0 PAYMENT SCHEDULE:-

4.1. The payment will be paid in installments as specified below:-

The various stages of payment shall be as follows:-

A. Schedule of Payments

SL No	Description	Payment in % of the contract value awarded Consultancy fee Payable (on approval)
1	ON PREPARATION OF PRELIMINARY DRAWING/ ESTIMATE	: 20 %
2	On preparation and approval of detailed drawing / Estimate / NIT	: 15%
3	ASSESSMENT TECHNO-COMMERCIAL EVALUATION, & ISSUE OF WORK ORDER of the Project	: 5%
4	On completion of 50% of THE CONTRACT work	: 20%
5	On completion of 100% of THE CONTRACT work	: 20%
6	Completion drawings, Validation & Closure & issue of completion certificate of work	: 10%
7	Preparation & Certification of Final bill (The payment is subject to all statutory deductions as applicable)	: 10%

4.2. In case the planned project is deferred / kept in abeyance / dropped mid way, HLL shall workout a payable fees based on the evaluation of service rendered by the consultant upto that stage.

5.0. ADDITIONS AND ALTERATIONS

- (i) HLL shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request.
- (ii) The consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of HLL.

6.0. TIME SCHEDULE

- 6.1. This consultancy contract will be valid for a period of 11 Months for planning, designing, execution of the works.
- 6.2 Site Inspection , Detail discussion with HLL Team will be carried out within 2 weeks from date of confirmation of Visit or within Mutually agreed time schedules
- 6.3 After approval of preliminary drawings, preparation of detailed/working drawings and designs shall be completed within 2 weeks .

- 6.4 Bill of quantities along with detailed drawings make/vendor and specifications for complete work in the form of Tender Document to enable invitation of Tenders shall be submitted within two (2) weeks from the date of approval of detailed drawings.
- 6.5 The work shall be carried out with all due diligence and as per the time schedule specified above OR Mutually agreed time schedule. In case of any delay/default, of the consultant to adhere to the agreed time schedule, (Decision of the HLL shall be final and binding) HLL shall recover the liquidated damages from the consultant at the rate of 0.5% (zero decimal point five percent) of the total amount of fee payable per week of delay of any activity subject to a maximum of 7.5% (seven point five percent) of the total fee payable.

7.0 EXTENSION OF TIME

- 7.1 To adhere to the above mentioned time schedule the consultant shall be provided on demand necessary documents, information and certificates/undertakings by HLL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Consultant shall be considered for grant of extension of time. If the Consultant requires extension of time, they shall intimate in writing to HLL within 7 days of the occurrence of such hindrance/delay.
- 7.2 HLL after satisfying about the reasonableness of grounds, may grant extension of time as in it's opinion be justified and communicate the same in writing. (The decision of HLL shall be final and binding). Whenever such extension of time is granted, it would be without prejudice to the rights of HLL. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

8 ABANDONMENT OF WORK

- 8.1 That if the consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, HLL shall forfeit the EMD (Decision of HLL shall be final and binding). HLL shall be at liberty to make full use of all or any of the drawings prepared by the Consultant. The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by HLL (Decision of HLL shall be final and binding) subject to a maximum of 7.5% of the total fee payable to the consultant under this agreement.
- 8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till the date of termination of agreement.

9. SUPPLY OF DRAWINGS AND COPY-RIGHT

9.1. All the estimates, bill of quantities, detailed designs with calculations, and any other details envisaged under this agreement shall be supplied in triplicate. All Architectural drawings and details of services/utilities (internal and external) shall be supplied by the Consultant as per requirements of local bodies and other authorities. HLL shall be supplied with six sets of such drawings along with one reproducible copy in A-1 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge. The consultant shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates. Four sets of drawings and other details of completion plans shall be supplied to HLL.

9.2 All these drawings shall become the property of HLL and they shall have the right to use the same anywhere else. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to any one except HLL and/or it's authorized representatives.

10. GUARANTEE

10.1. The consultant shall agree to redesign at his own cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of skill shall be found defective within two years from the date of start of regular use/functioning of the portion of the work affected. HLL shall grant right of access to the consultant, of this portion of the work claimed to be defective for inspection.

10.2. HLL may make good the loss by recovery from the dues of the consultant in case of failure to comply with the above clause.

11. DETERMINATION AND RESCISSION OF AGREEMENT

11.1 HLL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine the contract in any of the following cases:-

i) If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.

ii) If the Consultant commits breach of any of the terms of agreement.

11.2. When the Consultant has made himself liable for action under any of the clauses aforesaid, HLL shall have powers:

a) To rescind the agreement.

- b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages under Clauses 6 and 7 herein above.

12. GENERAL

- i. The Consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception.
- ii. HLL will have the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer, check estimates and designs.
- iii. The appointment of HLL's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy their requirements.
- iv. The Consultant hereby agrees that the fee to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- v. The consultants shall indemnify and keep indemnified HLL against any such claims and against all costs and expenses paid by HLL in defending itself against such claims.
- vi. The consultant hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL is not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be recovered from the consultant.

13. ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with the Rules of Conciliation of Scope and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.

Both the parties agree that only the courts in Thiruvananthapuram, Kerala, shall have sole jurisdiction in any matter of disputes arising out of or in connection with the work.

In witness whereof the parties hereto have set their hands and seals the _____ day of _____ Two Thousand Twenty Two above written.