

**TENDER FOR PROVIDING ARCHITECTURAL
CONSULTANCY SERVICES FOR
CONSTRUCTION OF CRITICAL CARE BLOCK AT
MEDICAL COLLEGE ALAPPUZHA, KERALA**



HLL LIFECARE LIMITED
(A GOVT. OF INDIA ENTERPRISE)
HLL Bhavan, No26/4, Tambaram-Velachery Main Road, Pallikaranai,
Chennai 600 100, Tamilnadu, India
pskerala@lifecarehll.com
Web:www.lifecarehll.com

SEPTEMBER 2023

HLL Lifecare Limited,
HLL Bhavan, No26/4, Tambaram-Velachery Main Road,
Pallikaranai,
Chennai 600 100, Tamilnadu, India
Mail: pskerala@lifecarehll.com

INVITATION FOR BIDS (IFB)

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites sealed and super-scribed tenders from interested firms Tender for providing Architectural consultancy services for Construction of Critical Care Block at Medical College Alappuzha, Kerala.

The tender document can be downloaded from the website, <http://www.lifecarehll.com>

The tender document will be available up to 16.00 Hrs. on 25.09.2023.

- | | |
|---|-----------------------|
| a) Issue of tender document
hrs | - 25.09.2023 at 16.00 |
| b) Last date and time of receipt of bids
hrs | - 03.10.2023 at 16.00 |
| c) Date and time of opening of bids
hrs | - 03.10.2023 at 16.30 |

Associate Vice President (HCD)

TENDER NOTICE FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR CONSTRUCTION OF CRITICAL CARE BLOCK AT MEDICAL COLLEGE ALAPPUZHA, KERALA

Ref: HLL/ HCD-P&S/CCB/ACS/MC-ALP/2023-24

Date: 25/09/2023

1. HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of Construction of Critical Care Block at Medical College Alappuzha, Kerala. For the said project, sealed and super scribed bids are invited on two bid basis from eligible, competent and experienced firms who are capable to do the following work meeting the requirements as per our tender.

Sl. No	Brief Description of Item/Work	Estimate cost Rs. (Lacs)
1	Architectural consultancy services for Construction of Critical Care Block at Medical College Alappuzha, Kerala.	4.5 lakhs

2. The tender documents available on the web site ***www.lifecarehll.com*** and submit the tender by the due date.
4. HLL reserves the right to reject any or all tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
5. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
6. The technical bid submitted by the parties shall be opened on the same day i.e last date of submission at 4.30 pm in the presence of tenderers. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed well in advance about the opening of their price bid.

Associate Vice President (HCD).

**PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR
CONSTRUCTION OF CRITICAL CARE BLOCK AT MEDICAL COLLEGE
ALAPPUZHA, KERALA**

CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1	<u>INSTRUCTION TO BIDDERS</u> <u>(ANNEXURE-I)</u>	5
2	<u>CONDITIONS OF CONTRACT</u> <u>(ANNEXURE-II)</u>	9
3	<u>FINANCIAL STATEMENT</u> <u>ANNEXURE-III</u>	21
4	<u>PRICE BID</u> <u>ANNEXURE-IV</u>	22

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

- (i) Name of the work is “Construction of Critical Care Block at Medical College Alappuzha, Kerala. Estimated value of the work is 16.63 Cr (approx.)”.
- (ii) Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting the tenders and obtain all necessary information which they feel is necessary to submit their tender.
- (iii) The bidders are advised to quote their consultancy fee for executing the job in the format enclosed as Annexure-IV.

2.0 SUBMISSION OF TENDER

Tenders shall be submitted in two parts in the following manners: -

- i) “Part-I- Technical Bid”

The envelope shall be marked Part-I- Technical Bid and shall contain the information/ documents as per clause No. 3 below.

- ii) “Part-II- Price Bid”

The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed. No condition i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever should be imposed. The conditional offers will be rejected.

3.0 QUALIFYING CRITERIA

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. The HLL reserves the right to cancel or award the work to any party/tenderers.

- i) Should have an establishment of at least five years and the principal partners/owner should have professional qualification and experience of 10 years in the field of Architecture/Planning. etc. Details should be furnished in the following format:-
- a) Name of the firm:
 - b) Year of establishment of the firm:
 - c) Bio data of principal partners and professional staff:
- ii) Should have minimum 2 full time Architects on the regular payroll and qualified and experienced structural, Mechanical, Electrical engineers etc. and should enclose relevant supporting documents.
- iii) The Bidders/Architects should have rendered satisfactory professional services in planning, designing & supervision of similar construction projects, from concept to completion stage during last 3 years ending 31/08/2023 for at least:
- a. One similar project of value Rs.13 Crore or
 - b. Two similar projects of value Rs.10 Crore each or
 - c. Three similar projects of value Rs.7 Crore each

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of high rise Building including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting, Air conditioning, Electrical and Solar Installation work.

Details of the works should be furnished in the following format supported by copies of letter of award, completion certificates.

- a) Name of the client
- b) Description of the Project.
- c) Project Cost.
- e) Date of commencement
- f) Date of completion.

NOTE:

For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc) shall be submitted.

Completion certificates for works issued by private parties shall be supported by TDS certificates.

- iv) At least one of Proprietor / Partners / Directors of the Bidder / Architect should have a valid registration and license as an Architect

from “Council of Architecture”.

- v) The average annual turnover of the bidder in the last three years (2019-20, 2020-21, 2021-22) shall not be less than Rs. 3 Lakhs. Duly filled and signed copy of FINANCIAL STATEMENT as per **ANEXURE- III** certified by a chartered accountant to be attached. NOTE: Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.
- vi) The Bidders /Architects should have valid GST Registration Certificate and Income Tax PAN. Copies of supporting documents to be attached
- vii) The Architect firm should be a sole entity and not a consortium or joint venture.
- viii) Should enclose the Partnership deed in case of partnership firms and Article of Association in case of limited company.
- ix) Should enclose the Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender document is to be given under Board resolution.

Merely fulfilling the prescribed eligibility criteria shall not entitle Architects for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of Architect for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc. In case of non-receipt of confidential reports from the present/previous employers within a specified period, HLL Lifecare Ltd shall not shortlist such Architects for participation in Design competition.

The objective of this Tender is to identify and select suitable Architect for planning & designing of healthcare projects awarded to HLL

4.0 Other conditions to be fulfilled by the Tenderers

The tenderers are also essentially required to fulfill the following conditions/submit relevant documents along with their offers:

- i) Detail of works under execution along with copies of relevant documents.

- ii) Any other important information which the firm may like to submit in support of their technical competence.

IN THE ABSENCE OF SUPPORTING DOCUMENTS, THE OFFERS SHALL BE REJECTED.

- 5. The price bids of the bidders who do not meet the qualifying requirements in the technical bid will not be opened.

5. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tender or varying any terms in regard thereof without the consent of owner in writing, HLL shall forfeit Earnest money paid by them along with their tender without giving any notice.

6. Acceptance/ Rejection of Tender

- a. HLL does not bind itself to accept the lowest tender.
 - b. The HLL also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
 - c. HLL also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of HLL regarding the same shall be final and conclusive.
- 7. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter into an agreement on performa to be provided by the HLL for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

CONDITIONS OF THE CONTRACT

- I. Where the context so requires, words imparting the singular only also include the plural and vice versa.
- II. Owner shall mean “HLL Lifecare Ltd. (A Government of India Enterprise) “HLL Bhavan, No26/4, Tambaram-Velachery Main Road, Pallikaranai, Chennai 600 100, Tamilnadu, India and shall include their legal representatives, successors and permitted assigns.

III. DEFINITIONS

- i. The “Contract” means and includes the documents forming the tender and “acceptance thereof together with the documents referred to therein and instructions issued from time to time by the “Engineer in -charge”. The formal agreement executed between the HLL and the Architects and all these documents taken together shall be complementary to one another.
- ii. The “Site” shall mean the land and/or other places on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii. The “Architects” shall mean the individual or firm of company, whether corporate or not, and shall include the legal personal representative of such individual of the persons composing such firm of company and the permitted assignee of such individual of firm of company.
- iv. A “Week” means seven days without regard to the number of hours worked or not worked in any day in a week

IV. SCOPE OF WORK

The Architects shall render the following services:

A. Preliminary Stage

- a) Conducting site visit, engaging in discussions with HLL/ Client,

and performing site survey to create preliminary drawings and designs, encompassing sketches, plans, elevations, sections that effectively convey the project's overall scope with essential dimensions, all while collaborating closely with HLL.

- b) During the preliminary stage, the submission includes architectural, structural, and joinery drawings, along with a bill of quantities and specifications, all meticulously aligned with relevant guidelines and regulations.

Site inspections for finalization of above details shall be conducted by the Architects at their own cost.

B. Working Drawing Stage

The preparation of detailed working drawings with details incorporating services & schedule of quantities. This will include:-

- a) Preparation of working and detailed architectural and structural drawings of the proposed works.
- b) Obtain the approval of the HLL to above and modify them if considered necessary by the HLL.
- c) Obtain the approval of the HLL to (a) above and to all computations of structural designs which shall be in accordance with the latest IS codes of practice. Such detailed computation of all designs shall be made available to the HLL for any check, the HLL may like to exercise, before sanction of detailed estimates and call of tenders. The Architects shall indicate the names of his Associates, for various services and structural designs, their organization, qualification and experience and get the same approved from the HLL and shall be fully responsible for the correctness and accuracy of structural & Architectural designs and the responsibility for safety of the structure shall be entirely that of the Architects notwithstanding the approval of the HLL of these designs. The Architects and their Associates, if any, shall certify in writing that the designs are in accordance with the up -to-date and relevant codes of practice.

C. Construction Stage

- a) Periodic site Visit for verifying the structural details as and when necessary to clarify any decision or interpretation of the drawings and specifications that may be necessary.
- b) Site inspections for finalization of above details shall be conducted by the Architects at their own cost.

V. Payment of Remuneration:

a) The Consultancy fee:

The HLL agrees to pay to the Architects for the comprehensive professional services to be rendered by them as herein above described at Clauses (I,II,III & IV) as at Annexure-IV.

A fee as mentioned at Annexure-IV including entrusted services on admissible items (clause 6) subject to a ceiling of cost of the corresponding items as per sanctioned estimate as per clause II(f) or in the event of change in the scope of work leading to recasting of the said estimate the ceiling shall be based on such revised sanctioned cost of the modified proposal.

- b) The above fee at V (a) is inclusive of fee payable by the Architects to any other Consultants/Associate(s) and nothing extra shall be payable by the HLL for this purpose.

c) Mode of Payment:

1	On finalization & submission of Architectural & Structural drawings and specifications based on Scope of work Mentioned	70%
2	On Completion of Ground floor slab	9%
3	On Completion of First floor slab	9%
4	On Completion of Second floor slab	9%

5	Balance after successful commissioning of the building/project and getting completion certificate from authorities, Defect Liability period whichever is later	3%
---	--	----

NOTE:

The total fees shall be calculated on the basis of work as per accepted tendered cost of the items entrusted to the Architects excluding cost of items as per clause-VI below:-

VI. The Cost of the following:

- a) Land including its existing developed services.
- b) Plan approval and service connection deposited and fees payable to local land/or Statutory Body by the HLL.
- c) Any other services, fittings and fixtures which are not designed, planned by the Architects.
- d) Any infructuous expenditure as a result of demolition etc. ordered by the Architects or the HLL.
- e) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of building etc.
- f) Escalation in the cost of work due to increase in rates of materials after award of work, if any.
- g) Any deviation in the items of work not authorized by the HLL, prior to its execution.

VII. Security Deposit

On receipt of notification of award, simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit in the form of Bank Guarantee from a nationalized bank, for an amount equal to 5 % of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and released after passing the final bill and issue of completion certificate as in the case of refund of deposit. In case of a delay in the works the validity of security deposit shall be extended.

VIII. Additions & Alterations:

- i) The HLL shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of anypart of the work and to request in writing for additional work in connection therewith and the Architects shall comply with such requests.
- ii) That if the HLL deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architects for making changes and additions tothe drawings, specifications or other documents due to rendering major part or whole of his work infructuous, the Architects may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually unless such changes, alterations are due to Architect's omissions and/or discrepancies, including changes mentioned in scope of work due to changes required by Architects of all internal, external services. The decision of the HLL shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architects. However, for the minor modification or alteration which does not affect the entire design,planning etc., no amount will be payable.
- iii) The Architects shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contracts documents except without first obtaining the written consent of HLL.
- iv) The cost of individual work shall not exceed the sanctioned estimates asapproved by the HLL. HLL's approval in advance shall betaken for any such increase anticipated giving full justification.

IX. Time Schedule:

Commencement of Work

The commencement of work shall be considered from the date of signing of the agreement:

1	On finalization of Architectural & Structural details based on Scope of work Mentioned	2 Weeks
---	--	---------

2	During the execution of work (on pro-rata basis), Commencement of services as mentioned in Scope of work.	As per Requirement
---	--	--------------------

X. The time allowed for carrying out the work, as specified in clause IX, shall be strictly observed by the Architects and shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract, be processed with all diligence and in the event of failure of the Architects to complete the work within time schedule as specified above or subsequently notified to them, the Architects shall be liable to pay the HLL compensation (not amounting to penalty) at the rate not exceeding 1% (one percent only) to the total fee of the architect as per the contract per week of delay subject to maximum of 10% (Ten percent) of the total fee or such smaller amount as may be fixed by the HLL.

XI. Termination

The HLL without any prejudice to its right against the Architects in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contracts and without prejudice to any rights or remedies under any of the provisions of this contract, may terminate the contract by giving one month's notice in writing to the Architects and in the event of such termination, the Architect shall be liable to refund the excess payment, if any, made to him over and above what is due in terms of this agreement on the date of termination and the HLL may make full use of all or any of the drawings prepared by the Architects.

Termination of the Contract by the Architects shall be subject to levy of a suitable compensation by the HLL, quantum of which shall be decided by the Competent Authority upto a maximum of the security deposit.

XII. Settlement of disputes

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Madras alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract

XIII. Number of Drawings sets, etc. and Copy Right

All the estimates, details of quantities, detailed designs, reports and any other details envisaged under this Agreement, including drawing-architectural, structural, electrical, air-conditioning or other services (Internal & External) would be supplied by the Architects as indicated above, but not less than foursets of prints and one reproducible copy in A-1 size. All these drawings will become the property of the HLL and it will have the right to use the same anywhere else. In that event, the HLL will pay a royalty to the Architects on mutually acceptable basis. The drawing cannot be issued to anyother person, firm or authority or used by the Architects for any other project. No copies of any drawing or document shall be issued to anyone except the HLL and his authorized representative.

XIV. Guarantee:-

The Architects shall agree to re -design at their cost any portion of their engineering and design work, which due to their failure to use a reasonable degree of design skill, shall become defective within one year from the date ofstart of regular use of the portion of the work affected. The HLL shallgrant right of access to the Architects to these portions of the work claimed tobe defectives for inspection.

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

XV. Determination or Recession of Agreement

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

- i) If the Architects being a Company shall pass a resolution or the court shall make an order that the 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 or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the Architects commit breach of any of the terms of agreement. When the Architects have made themselves liable for action under any of the clauses aforesaid, the HLL shall have powers:
 - a) to determine or rescind the agreement;
 - b) to engage another Architect(s) to carry out the balance work debiting the Architect(s) the excess amount, if any, so spent.

XVI. General

The HLL may appoint Executing Agency for execution of the work. The HLL/ Executing agency may issue instructions, if deemed necessary, to the architect in respect of the work, and the architect shall comply with the instructions and extend full cooperation/ coordination with the HLL/ Executing agency in the interest of successful completion of the work.

The scrutiny of the drawing and designs by the HLL's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architect shall remain solely responsible for structural soundness of the designs and for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.

- XVII.** The Architects shall supply to the HLL copies of all documents, instructions issued to Contractors, if any, relating to the work, drawing, specifications, bill of quantities and also other documents as may be required.

XVIII. The Architects hereby agree that the comprehensive consultancy fee to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the HLL in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

In case any discrepancy is found later on in architectural work due to which execution of the project work on the basis of architectural work is not possible the final payment shall be withheld

The Architects shall indemnify and keep indemnified the HLL against any such claims and against all costs and expenses paid by the HLL in defending himself against such claims.

XIX. The Consultancy fee shall not be subject to any escalation on any account whatsoever even for the extended period granted by the HLL to the Contractor.

The Architects shall, however, be compensated actual expenses incurred during the extended period of contract, if construction period runs beyond twelve months of the completion period as per the construction contract.

XX. All statutory deductions like Income Tax/Service Tax etc. shall be deducted from the consultancy fee as per prevailing rules.

XXI. The time allowed for consultancy services to the Architects shall be correspondingly extended due to delays on any account in completing the works. The Architects shall be expected to continue, to render their services till the completion of the works in spite of the delays caused. However, they shall not be entitled for any extra remuneration, etc. other than the agreed fees. All losses and damages to the HLL including the determined claims or the contractors due to fault or delay caused by the Architects or their staff shall be compensated by the Architects. The damages shall be subject to confirmation by the HLL.

XXII. The HLL reserves the right to postpone or not to execute any work and the Architects shall not be entitled to any claim for non-execution of the work. In the event of suspension of work by the HLL for any reasons and if the HLL does not decide about the resumption of work within six months from the date of suspension, the remuneration for the quantum of services rendered by the Architects upto the date of suspension shall be paid by the HLL in accordance with the schedule of payment as per clause V. If the services upto a certain stage had not been fully rendered by the Architect

the remuneration shall be released proportionate to the services rendered upto thatstage. On resumption of work the remuneration thus paid shall be adjusted against full remuneration allotted for that stage subject to completion of services pertaining to that stage.

For and on behalf of M/s.

For and on behalf of HLL
Lifecare Limited

Authorized Signatory

Authorized Signatory

FINANCIAL STATEMENT**Name & Address of bidder:**

Financial Year	Annual Turnover (In Rs.)
2019-2020	
2020-2021	
2021-2022	
Total annual turnover for the 3 financial years	
Average annual turnover for the 3 financial years	

Note: Enclose audited balance sheets, profit & loss statement and IT return for the above period duly certified by a Chartered Accountant as proof.

We hereby declare that the above Turnover figures are based on the audited financial statements of the firm.

**Signature and stamp of
Chartered Accountant**

**Signature and stamp
of the bidder**

“Part-II- Price Bid”

(The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed).

Name of the tenderer:

Address :

I/we hereby agree to render consultancy services for the project as defined in the tender documents and also agree to abide by all the terms and conditions put forth in the said tender documents enclosed and my/our fee for the above allservices will be -----% (percent of the accepted tender cost). The above fee shall remain firm till the completion of the project in all respect.

Authorized signatory along with the seal