

HITES

**E-TENDER
FOR**

**RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE
WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST
FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF
CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY**

**Tender No. HITES/IDS/MCC-VW/23/26
(E-tender ID: 2024_HITES_660336_1)**

**TENDER DOCUMENT
VOLUME I, II & III**



Golden Jubilee Block, HLL Bhavan,
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VOLUME - I
NOTICE INVTING TENDER

HITES
NOTICE INVITING E-TENDER

Tender No. HITES/IDS/MCC-VW/23/26

Dated: 05.03.2024

HITES on behalf of Director, Malabar Cancer Centre, Thalassery invites on-line Item Rate bids from eligible contractors/firms for the following work:

Name and Description of work	Estimated cost Excluding GST (Rs.)	Completion period of Work	Last date & time to submit the e-tender
RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY	Rs 2,09,35,916/-	6 Months	21.03.2024 at 3.00 pm

For submission & other tender details, please refer detailed NIT on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com

HITES/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.etenders.kerala.gov.in, www.hllhites.com as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Deputy General Manager (ID)

HITES

NOTICE INVITING E-TENDER

HITES on behalf of Director, Malabar Cancer Centre, Thalassery invites on-line Item Rate bids from eligible contractors/firms for the following work:

Name and Description of work	Estimated cost Excluding GST (Rs.)	Completion period of Work	Tender document fee / e-tender processing fee	Last date & time to submit the e-tender	Bid Security amount (Rs.)
RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY	Rs 2,09,35,916/-	6 Months	Rs.11,800/- (inclusive of GST)	21.03.2024 at 3.00 pm	Rs 1,00,000/-

All bidders shall pay e-tender processing fee and EMD online.

For submission & other tender details, please refer detailed NIT on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com.

HITES/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through www.etenders.kerala.gov.in, www.hllhites.com as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

1. The intending bidder must read the terms and conditions of Notice Inviting Bids and the Bid documents carefully. They should only submit the bid if they consider themselves eligible and they are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and

other necessary documents can be seen and downloaded from e-tender portal www.etenders.kerala.gov.in and www.hllhites.com.

4. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO).
 - a. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
5. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
6. The Client/HITES reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
7. TENDER FEE (NON-REFUNDABLE): The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). However the bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
8. EMD: Bidders shall remit the Bid Security /EMD using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website.
9. The complete set of Tender Documents shall be made available, as per above schedule, on the above mentioned websites.
10. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
11. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.

12. General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a

one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

A). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.**
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. **No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.**
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid, on the date and time mentioned in critical date's section.

B). Documents Comprising Bid:

- i. The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents which has to be uploaded in the e tender portal:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
- ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

C). Tender Document Fees/e-tender processing fee and Earnest Money Deposit (EMD)

The Bidder shall pay, Tender Document Fees /e-tender processing fee of Rs.11,800/- (inclusive of GST) and Earnest Money Deposit of Rs.1,00,000/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The e-tender processing fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

A) Internet Banking Options (Retail)			
1	Axis Bank	32	Lakshmi Vilas Bank
2	Andhra Bank	33	Mehsana Urban Co-op Bank
3	Bandan Bank	34	NKGSB Co-operative Bank
4	Bank of Bahrain and Kuwait	35	Oriental Bank of Commerce
5	Bank of Baroda	36	Punjab and Maharashtra Cooperative Bank
6	Bank of India	37	Punjab National Bank
7	Bank of Maharashtra	38	Punjab and Sind Bank
8	Bassein Catholic Co-operative Bank	39	RBL Bank
9	BNP Paribas	40	Saraswat Cooperative Bank
10	Canara Bank	41	ShamraoVithal Cooperative Bank
11	Catholic Syrian Bank	42	South Indian Bank
12	Central Bank of India	43	Standard Chartered Bank
13	City Union Bank	44	State Bank of India
14	Corporation Bank	45	Syndicate Bank
15	Cosmos Bank	46	Tamilnadu Mercantile Bank
16	DCB Bank	47	Tamilnadu Cooperative Bank
17	Dena Bank	48	The KalyanJanataSahakari Bank
18	Deutsche Bank	49	TJSB Bank (Erstwhile Thane JanataSahakari Bank)
19	Dhanalaxmi Bank	50	UCO Bank
20	Federal Bank	51	Union Bank of India
21	HDFC Bank	52	United Bank of India
22	ICICI Bank	53	Vijaya Bank
23	IDBI Bank	54	YES Bank
24	Indian Bank		

25	Indian Overseas Bank		
26	IndusInd Bank		
27	Jammu & Kashmir Bank		
28	JanataSahakari Bank		
29	Karnataka Bank		
30	KarurVysya Bank		
31	Kotak Mahindra Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoViththal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	KarurVysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.

* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

D). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Deputy General Manager (ID)

DISCLAIMER

This document has been prepared by M/s HLL Infra Tech Services Ltd. (HITES) on behalf of Director, Malabar Cancer Centre Thalassery as Consultant. The project is funded by Government of Kerala from Plan Fund. The information is provided to prospective Bidders, who are interested to Bid for the tender: Renovation Work of Stem cell, Painting & Maintenance Work of Doctors Quarters, Kitchen & Canteen First Floor -Balance Works and Patch Work & Re-Tarring of Campus Main Road At Malabar Cancer Centre Thalassery.

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and is believed to be complete and accurate, neither any of the authorities/agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, HITES does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

HITES reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents downloaded from the website by the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Client”** means ‘Director, Malabar Cancer Centre ,Thalassery’.
7. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the Client / HITES.
8. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client / HITES.
9. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” i.e. from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later.
10. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the Client or his authorized representative/ Engineer-in-charge of HITES that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
11. **“Engineer in Charge” (EIC)** means the Engineer Officer of HITES as mentioned in the schedule “F” hereunder, as authorized by HITES/ Client.
12. **“Evaluation Committee”** shall mean the committee constituted by M/s HLL Infra Tech Services Ltd. (HITES) for the evaluation of the bids.

13. **“HITES”** shall mean M/s HLL Infra Tech Services Ltd., appointed by the Client as ‘Consultant’ for the project.
14. **“Letter of Acceptance”** shall mean the letter issued by the HITES to the Successful Tenderer inviting him to sign the Contract Agreement.
15. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
16. **“E-tender Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
17. **“Project / Work”** shall mean the work at “RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY”
18. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
19. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
20. **“Similar Works”** as defined in eligibility criteria.
21. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
22. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
23. **“ITB”** means **Instructions to Bidders**

SECTION I
NOTICE INVITING BIDS

1. HLL Infra Tech Services Ltd (HITES) on behalf of Director, Malabar Cancer Centre ,Thalassery invites bids from eligible contractors/firms as per eligibility criteria laid down, for the work - RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY.

1.1 The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier / e-mail. The NIT and other details are also available on e-tender portal www.etenders.kerala.gov.in, www.hllhites.com, and Central Public Procurement Portal.

1.2 TABLE – I

Sl. No.	Description	Details															
1	Tender no.	HITES/IDS/MCC-VW/23/26 Dated 05.03.2024															
2	Name of work	RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY.															
3	Estimated cost	Rs 2,09,35,916/- (Excl. GST) details as given below: <table border="1"> <thead> <tr> <th>Sl No</th><th>Schedule of work</th><th>Estimate amount (Rs Excl. GST)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Renovation work of stem cell</td><td>32,04,161/-</td></tr> <tr> <td>2</td><td>Painting & maintenance work of doctors quarters</td><td>16,25,194/-</td></tr> <tr> <td>3</td><td>Kitchen & canteen first floor -balance works</td><td>1,41,12,175/-</td></tr> <tr> <td>4</td><td>Patch work & re-tarring of campus main road</td><td>19,94,386/-</td></tr> </tbody> </table>	Sl No	Schedule of work	Estimate amount (Rs Excl. GST)	1	Renovation work of stem cell	32,04,161/-	2	Painting & maintenance work of doctors quarters	16,25,194/-	3	Kitchen & canteen first floor -balance works	1,41,12,175/-	4	Patch work & re-tarring of campus main road	19,94,386/-
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4	Patch work & re-tarring of campus main road	19,94,386/-															
4	Earnest Money deposit	Rs.1,00,000/- The bidder shall remit 100% of EMD as online															

5	E-Tender Processing Fee (Non-refundable) – online	Rs.11,800/-(inclusive of GST)
6	Issue of Tender documents	Documents shall be available online at www.etenders.kerala.gov.in , http://hllhites.com/tenders ,
7	Pre bid meeting	Pre-bid meeting on 13.03.2024 at 11.30 am at HITES Office, Poojapura / Video Conferencing https://meet.google.com/euj-zdgx-yok The reply to the queries will be published in e tender portal. The bidders may send their queries if any to tenders@hllhites.com on or before 13.03.2024 @11.00hrs. Reply to queries will be published in e-tender portal.
8	Last Date & time of Submission of Bids online (Bid due date)	21.03.2024 at 3.00 pm
9	Date & time of opening of Technical Bids through e-tender portal	22.03.2024 at 3.00 pm
10	Date of start of work	From the first date of handing over of the site or 15 th day from the date of issue of Letter of Acceptance (LOA), whichever is later.
11	Completion period	6 (Six) months
12	Performance Guarantee	3% of tendered value. Performance Guarantee shall be in form of Demand Draft or Bank Guarantee from any scheduled commercial bank based in India. This guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.
13	Security Deposit	5 % of tendered value (will be released only after completion of DLP Period)

14	Defects Liability period (DLP)	<table><tr><th>Sl No</th><th>Schedule of work</th><th>DLP</th></tr><tr><td>1</td><td>Renovation work of stem cell</td><td>18 months</td></tr><tr><td>2</td><td>Painting & maintenance work of doctors quarters</td><td>18 months</td></tr><tr><td>3</td><td>Kitchen & canteen first floor -balance works</td><td>5 years for Civil works and 3 years for Mechanical, Electrical & Electronics works</td></tr><tr><td>4</td><td>Patch work & re-tarring of campus main road</td><td>6 months</td></tr></table> <p>Note: DLP will commence from the date of completion of each schedule of work as certified by Engineer in charge.</p>	Sl No	Schedule of work	DLP	1	Renovation work of stem cell	18 months	2	Painting & maintenance work of doctors quarters	18 months	3	Kitchen & canteen first floor -balance works	5 years for Civil works and 3 years for Mechanical, Electrical & Electronics works	4	Patch work & re-tarring of campus main road	6 months
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3	Kitchen & canteen first floor -balance works	5 years for Civil works and 3 years for Mechanical, Electrical & Electronics works															
4	Patch work & re-tarring of campus main road	6 months															
15	Bank account details for the purpose of preparation of Bank Guarantee only:	A/c No.38160968975. IFS Code: SBIN0004350 Bank : SBI, Commercial Branch, Thycaud, Trivandrum Name of A/c: HLL Infra Tech Services Ltd.															
16	Contact details for site visit	Mr. Arul e-mail: arulbegin@hllhites.com contact: 9176920802															

1.3 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.4 **Eligibility Criteria**

1.4.1 The Tenderer should meet the following minimum eligibility criteria:

Indian bidder who fulfills the following requirement shall be eligible to apply. Joint ventures / Consortium/ SPV of whatsoever kind are not accepted.

- a. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company / JV Company etc.

- b. Experience of having successfully completed works during the last seven years ending last day of the month previous to the one in which tenders are invited as follows:

Three similar works each costing not less than amount equal to 40% of estimated cost put to tender

Or

Two similar works each costing not less than amount equal to 50% of estimated cost put to tender

Or

One similar work costing not less than amount equal to 80% of estimated cost put to tender

“Similar Works” shall Civil construction works/ renovation work

Own works/ work under the same management/ own certification of the bidder shall not be considered for pre-qualification.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of tenders.

In case the work experience is of Private sector, completion certificate shall be supported with copies of Corresponding TDS Certificates.

- c. **Turnover:** Average annual financial turnover should be at least 30% of the estimated cost put to tender during the immediate **last three** consecutive financial year ending 31st March, 2023. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last three years to be submitted. [Form T-1 to be submitted]
- d. **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2023. This should be duly certified by the Chartered Accountant.
- e. **Credit limit:** The bidder should have an available credit limit of at least 10% of the estimated cost put to tender, certified by his banker.
- f. The performance of the bidder for the completed works shall be rated by the Client as satisfactory or above. Those who had done work/doing work in HITES/HLL shall produce completion/ progress certificate from the Engineer in charge not below the rank of Project manager. The bidder shall be considered for further evaluation only if the performance of the bidder for the work is rated as ‘**good or above**’. This is mandatory. The bidders who have initiated litigation against HITES shall be considered only after the litigation is completed.
- g. The works completed/being executed by the bidders if required will be inspected by a technical officer /expert authorized by HITES. If it is found after inspection that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified after

due verification even though the documents submitted by them will meet the other eligibility criteria as above.

- h. The bidder shall have GST registration. The copy of GST registration shall be submitted.
- i. The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
- j. The bidder should not have been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid. The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (Form “F”).
- k. The bidder shall submit an affidavit duly signed and sealed by their authorized representative stating that ‘The work if awarded to us, subcontractors will be employed only for specialized works after getting the concurrence of HITES’
- l. The bidders shall submit along with the bid a declaration as per **FORM-J** of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. **Bids submitted without FORM-J duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation**
- m. The work includes a number of specialized E&M Works etc to be executed as integral parts of the project by engaging specialized agencies in each case meeting the eligibility criteria and after approval by the Engineer-in charge. The bidder shall submit an affidavit that ‘The work if awarded to us, subcontractors will be employed only for specialized works after getting the concurrence of HITES’ as per prescribed format (**Form “H”**).

While submitting the credentials of sub-contractor / specialized agencies for approval to EIC, an undertaking (MoU) from the subcontractor / specialized agencies expressing their willingness to associate with the main contractor in executing the specialized work (electrical/MEP/HVAC/Lift/ELV/MGPS etc.) for the project shall also be submitted.

Sub-contracting: The works contract may provide for the contractor to get specified works executed from sub-contractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub-contracting will generally be for specialized items of work as per direction of EIC. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. The total value of sub-contracting work will not exceed the per cent of the contract price as specified in the contract [say 49% (forty nine percent)]. Sub-contracting by the contractor without the approval of the HITES shall be a breach of contract, unless explicitly permitted in the contract.

- 1.5 The time allowed for carrying out the work will be **6 (Six) months** .

Date of start will be reckoned from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later.

- 1.6 (i) The site for the work is available.
- (ii) The labour camp shall not be allowed to locate inside the proposed site.
- (iii) As the proposed site is located adjacent to the running hospital, the contractor shall take special care to avoid disturbance to the functioning of the hospital.
- (iv) The Contractor shall work in close co-ordination other contractor working in the campus to ensure smooth & timely completion of the work
- (v) The Contractor shall settle labour problems if any occurred at site during the construction stage.
- 1.7 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line free of cost.
- 1.8 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- (iii) at they will get themselves registered with the concerned authorities in case they are awarded the work.
- (iv) If any discrepancy is noticed in the documents as uploaded at the time of submission of bid.
- 1.9 The Technical package and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.11 of ITB as per the stipulated date & time of submission of bid.
- 1.10 The Contractor, whose tender is accepted, will be required to furnish performance guarantee @ 3% (Three Percent) of the tendered amount within 25 days of issue of LOA in form of Demand Draft or Treasury Fixed Deposit Receipt or Bank Guarantee of any scheduled commercial bank based in India, in favour of “HLL Infra Tech Services Limited” as per Form B. Performance Guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.
- 1.11 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- 1.12 The contractor whose tender is accepted will also be required to furnish either copy of applicable (required as per scope of work and direction of EIC) licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and programme chart (time and progress) and manpower deployment schedule within 25 days of issues of LOA
- 1.13 **Evaluation of performance :**

Evaluation of the performance of contractors for eligibility shall be done by the HITES. If required, **the works being executed by the bidders who otherwise qualify will be got inspected by a Technical Officer / Expert authorized by the Client /HITES. If it is found that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause 1.4.1.**

- 1.14 Tenderers are instructed to compulsorily inspect and examine the site and its surroundings at their own cost and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. **The bidders shall submit along with the bid a declaration as per FORM-J of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. Bids submitted without FORM-J duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation.**

Client/HITES shall not be liable for such costs, regardless the outcome of the selection process.

- 1.15 The Competent Authority of the HITES does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 1.16 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.17 The competent authority of HITES reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 1.18 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer in Client or in the Managerial cadres of HITES and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.19 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is

found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 1.20 The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Client / HITES, then the Client / HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.21 This is a Time Bound Project.
- 1.22 The scope of work shall be as per section III of this document.
- 1.23 The Bidder must associate with the other agencies working at the site.
- 1.24 Registration/ Licence: The bidder should have their registration for GST, PF, ESIC, Building Cess Registration etc. (whichever is applicable as per the scope of work), with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.25 The contractor/firm will indemnify Client/HITES, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.
- 1.26 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, **within 25 days** from the date of issue of the Letter of Acceptance, sign the contract consisting of :-

The Notice Inviting Bids, all the documents including General Conditions of the Contract (GCC), Special Conditions of Contract (SCC), Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.
- 1.27 **Bid document consists of :**
 - 1.27.1 Volume – I (Notice Inviting Tenders (NIT), Eligibility Criteria& Instructions to Bidders (ITB))
 - 1.27.2 Volume – II (General Conditions of Contract)
 - 1.27.3 Volume – III(Specific Conditions of Contract)
 - 1.27.4 Volume – IV (Technical Specifications)
 - 1.27.5 Volume – V (Financial Bid/ Bill Of Quantities(BOQ))
 - 1.27.6 Volume – VI (Tender Drawings)

All amendments(s)/ corrigendum/ minutes of pre bid meeting, if any.

- 1.28 HITES reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the HITES for rejection of his tender.
- 1.29 Payments to the selected Contractor will be made directly by Malabar Cancer Centre, Thalassery through bank transfer. A tripartite agreement will be entered between Client, HITES and Selected Contractor for release of payments. HITES will not be responsible for delay in the release of payment by the Client.

Deputy General Manager (ID)

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2.1 Eligibility Criteria : As per Notice inviting Bids

2.2 Disqualification. Even if a Contractor meets the eligibility criteria as per clause 1.4.1, Client / HITES may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor has:

- 2.2.1 Made misleading or false representations in the forms, statements and attachments submitted; or
- 2.2.2 The Contractor has been blacklisted by any government agency even after bids have been opened; or
- 2.2.3 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- 2.2.4 Suppression of actual facts will be sufficient cause for disqualification.

2.3 BID Documents :

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client for the purpose.

2.3.2 Pre-Bid Conference

The bidders having queries/clarification regarding the tender can submit their queries as mentioned in Notice Inviting Bid. The pre bid meeting will be held as per the details mentioned in Section-I (Notice Inviting Bids). No other queries shall be entertained or replied to, after the date of submission of queries. HITES' response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on e-tender portal www.etenders.kerala.gov.in and website of HITES www.hllhites.com/tenders.

2.3.3 Clarifications

Contractor requiring any clarification with regards to the BID document may submit queries/clarification regarding the tender can submit their queries at e-tender portal/as email tenders@hllhites.com. HITES will respond to any request for clarification which is received within date specified in the NIT. The response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the e-tender portal. Only written communication/ clarification can be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, HITES, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on the HITES website www.hllhites.com/tenders/, e-tender portal www.etenders.kerala.gov.in, not later than 3 days to the original or extended deadline for the submission of the bids. The uploading of the said amendments

shall be binding of the bidders. The Bidders are strongly advised to regularly visit above websites to ensure that they are aware of the amendments. The addendum (s) / corrigendum (s) issued will form part of the BID documents.

- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the HITES may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. **The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.**

b) Project Inspection and Site Visit

Any Site information and drawings given in this Bid Document is for guidance only. The Bidders are instructed to visit and examine the Site of works and its surroundings, understand the scope of work at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with HITES, including availability of electricity, water and drainage.

The HITES shall not be liable for such costs, regardless the outcome of the selection process.

The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the HITES/Client at a later date.

Interested bidders may contact HITES authorized officials (refer Table -I at Section 1 NIT) for site visit and/or for seeking any details regarding execution of proposed work.

Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all-inclusive for the completion of work to the entire satisfaction of the Employer/Owner

c) Documents Comprising the Bid

Bidder shall submit their Bids ONLINE. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specifications. Alternatives will not be considered.

e) **Method of Application:**

- i. If the bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) **Bid documentation**

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. **The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified.** Bid made by telegram or telex and those received late will not be entertained.
- ii. The bid should be type written. The bidder should sign& seal each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

- iv. References, information and certificate from the respective Clients certifying suitability, technical knowledge or capability of the bidder should be signed by the authorised representative of the Client.
- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the HITES/ Client.

2.3.6 Contents of Technical Package:

The technical package has to be submitted in two parts.

(A) Technical Package Part –I ; shall comprise the following :

- I. Online submission of e-tender processing fee/ tender document fee. The e- tender fee is non-refundable.
- II. **Bid Security**
 - a. The Bidder shall submit EMD for an amount, as mentioned in Notice Inviting e-tender.
 - b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage , i.e, technical evaluation etc should be returned within 30 days of declaration of result of first stage ie, technical evaluation etc.
 - c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
 - d. The Bid Security Bank Guarantee of the successful bidder shall be returned, after receipt of Performance Bank Guarantee as per Clause 1 of General Conditions of Contract (Volume-2).
- III. Form A: Form of bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- IV. Form D: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- V. Indemnity/ Undertaking/ Affidavits as per requirements (Form- G)
- VI. Form F: Original Affidavit as per format at Form 'F' (L1 bidder shall submit the original affidavit within 15 days of award of work)

- VII. Form “T-1” (Financial Information) – Annual Financial Statement for the last five years ending 2022-23.
- VIII. Form “T-2” (List of all works of similar nature successfully completed during the last seven years).
- IX. Form “T-3” (List of Project under execution or award). Information in Form T-3 should be complete and no work should be left out.
- X. Form “T-4” (Performance Report of Works)
- XI. Form “T-5” (Structure and Organization)
- XII. Copies of GST Registration or undertaking in this regard as per tender
- XIII. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
- XIV. All pages of the entire tender document, Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).

2.3.7 Contents of Financial Package

The financial package (**VOLUME V–FINANCIAL BID/ BILL OF QUANTITIES (BOQ)**) should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The price quoted shall be excluding GST but include all applicable costs associated with the Project i.e. any out of pocket/ mobilization expenses, taxes & duties, Building and other Construction Workers welfare Cess (as applicable) and any other applicable statutory taxes, levies as applicable till the last stipulated date for the receipt of tender including extensions if any and services during DLP, Performance warranty as per tender. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

However, in respect of GST, where ever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the GST @18% at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

2.3.8 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language.

2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

2.3.11 Format and Signing of Bid

- a. Bid documents (technical package/ bid Part II and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.

Please note that the price should not be indicated in any of the documents enclosed in Technical package part I, Technical Package part II and III. Non-compliance shall entail rejection of the Bid.

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1. Non-compliance shall entail rejection of the Bid.

2.3.13 Modifications/ Substitution/ Withdrawal of Bids

- (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- (b) The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal of bids.

2.3.14 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HITES and act as the contact person. The format for the power of attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, as detailed above.
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.16 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:

- a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Bid Security/ EMD,
 - g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by HITES. The decision of the HITES in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.17 Evaluation of Bids

- i. HITES would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. HITES reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.3.18 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the

Evaluation Committee during the evaluation of Bids.

2.3.19 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence HITES's Evaluation Committee/ Client in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.20 Award of Contract

- i. Award Criteria
HITES will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Acceptance (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.
- ii. Notification of Award
 - a. Prior to the expiry of the period of Bid Validity, HITES will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which HITES, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by HITES from the unsuccessful Bidders.
 - b. The Letter of Acceptance shall constitute a part of the Contract.
 - c. Upon submission of Performance Guarantee by the Successful Bidder, HITES will promptly notify the other Bidders and discharge/ return their Bid securities.
- iii. Signing of Agreement
 - a. HITES shall prepare the Contract Agreement in the Proforma (Form C) included in this document, duly incorporating all the terms of agreement between the two parties. Within **25 days** from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement in stamp paper of value as per the prevailing stamp duty as prescribed in the Kerala Stamp Act 1959. The successful bidder has to bear the cost of stamp paper.
 - b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
 - c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations (required as per scope of work) or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) in MS project and manpower deployment schedule within 15days of issues of LOA.
 - d. The Contract Agreement shall be duly signed by the HITES and the Contractor through their authorized signatories.
 - e. In case the Successful Bidder does not sign the Contract Agreement, HITES

reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

- f. Contract agreement will be signed by the authorized signatories.

SECTION-III
SCOPE OF WORK

i.A BRIEF OF REQUIREMENT OF THE WORK:

1. KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORK -CIVIL, PLUMBING , ELECTRIFICATION, FIRE, CCTV, WIFI & PA SYSTEM AT MALABAR CANCER CENTER, THALASSERY

Scope of Work:

The various provisions given in the BOQ are as follows:

- Flooring
- False ceiling
- Fixed glass with Aluminium louvers and ACP
- Wall Partition & Joineries
- Fixtures for Toilets

The work shall, in general, conform to the Latest CPWD Specifications.

2. PAINTING & MAINTENANCE WORKS AT DOCTORS QUARTERS AT MCC, THALASSERY

Scope of Work:

Internal painting and polishing of existing joineries and replacement of damaged toilet fixtures.

3. RENOVATION WORK OF STEM CELL (BMT & CORD BLOOD BANK) AT MCC, THALASSERY

Scope of Work:

Internal painting with Anti-fungal paint including water proofing works at Toilets.

4. PATCH WORK & RETARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE. THALASSERY.

Scope of Work

The various provisions given in the BOQ are as follows:

1. Earth work in excavation
2. Wet Mix Macadam
3. Modified Penetration Macadam
4. Prime coat & Tack coat
5. 20mm thick Open-Graded Premix Carpet
6. Seal Coat
7. Irish Drain & Kerb stone

The work shall, in general, conform to the Latest CPWD & MoRD Specifications

ii.Approvals Required

The contractor shall obtain all necessary approval from Agencies concerned as the case may be with related to/ required for execution/Completion/Commissioning. All expenditure on this account will be borne by the contractor. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts.

SECTION IV
EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- Financial Evaluation.

4.2 Stage 1-Preliminary & Technical Evaluation

- i. In Preliminary Stage, e-Tender Fee/ Processing Fee and EMD will be checked online. E-Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e-Tender Fee / Processing Fee and/or EMD submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

ii. Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4.1 and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4.1, his bid will be rejected and will not be considered for further stages of evaluation. The bidder shall also comply with the technical specification as per the tender document.

HITES, however, reserve the rights to restrict the list of such qualified bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened.
- iii. HITES shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 Stage II-Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a) The financial bid of all eligible bidders as decided by HITES shall be opened and the decision of HITES will be final and binding.
(b) The date and time of opening of financial bids shall be decided by HITES which will be intimated at an appropriate time.

4.4 Letter of Acceptance:

The Successful Bidder would be notified in writing by HITES by issuing the Letter of Acceptance (LOA) in favour of the Bidder.

Form A-Form of Bid and Appendix

FORM OF BID

Name of the Work: RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY

Tender no. HITES/IDS/MCC-VW/23/26

From

..... (Bidder)

To

**Deputy General Manager (ID)
HLL Infra Tech Services Limited
Golden Jubilee Block
Poojappura P.O
Thiruvananthapuram- 695 012**

Sir,

Sub : Submission of Proposal

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HITES responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We authorize Deputy General Manager (ID), HLL Infra Tech Services Limited or his/her representative to approach individuals, employers, banker, competence, work experience, and general reputation.

6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Technical Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that we are not having any Litigation pending / in progress with HLL / HITES.
12. We declare that we have not made any suppression of facts for meeting the requirement of eligibility to bid.
13. We declare that the submission of this Bid 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 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 Bid price does not include any such amount. We acknowledge the right of HITES, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
14. We understand that you are not bound to accept the lowest or any Bid you may receive.
15. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
16. We enclose;
 - a. All documents as per the checklist

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2024**

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date Seal of bidder

Signature of bidder

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per clauses of GCC		
	(b) Amount of Security Deposit	As per clauses of GCC		
ii	Date for commencement of work	From the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later		
Iii	Time for completion	6 Months		
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per clauses of GCC		
v.	Defects Liability Period			
		SI No	Schedule of work	DLP
		1	Renovation work of stem cell	18 months
		2	Painting & maintenance work of doctors quarters	18 months
		3	Kitchen & canteen first floor -balance works	5 years for Civil works and 3 years for Mechanical, Electrical & Electronics works
		4	Patch work & re-tarring of campus main road	6 months
		Note: DLP will commence from the date of completion of each schedule of work as certified by Engineer in charge.		
vi.	(a)Period of validity of Performance Guarantee	As per clauses of GCC		
	(b) Period of validity of Security Deposit	As per clauses of GCC		

Signature

(Authorized Signatory)

Date

Place

Name

Address.....

FINANCIAL INFORMATION**Name of bidder:.....**

- 1. Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

i) Gross Annual Turnover for last three years ending 31.03.2023

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2020-21	Rs.
2021-22	Rs.
2022-23	Rs.
Average Annual Turnover over the past three years	Rs.

ii) **Profit / Loss** for last Five years ending 31.03.2023

Financial Information in Rs. Equivalent	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22	For year 2022-23
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Note: Copies of relevant balance sheets, P&L statements, notes to accounts shall be submitted along with the bid.

Signature of Chartered Accountant with Seal

FRN Number-----

UDIN Number----

Signature of Bidder.

FORM OF BANKERS' CERTIFICATE FOR CREDIT LIMIT FROM A SCHEDULED BANK

Dated:

To

(Tender inviting authority)

.....

.....

.....

This is to certify that to the best of our knowledge and information that M/s.having marginally noted address, a Customer of our bank are/is respectable and is having a **Credit Limit** of Rs. (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature Name Designation Address of Bank

BANK'S SEAL

NOTE (1) Bankers certificates should be on letter head of the Bank, addressed to tendering authority issued after invitation of bid

(2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

(3) The above certificate shall be from the RBI Scheduled Bank.

FORM - 'T - 2'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

**DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS
TO THE ONE IN WHICH TENDERS ARE INVITED**

Sl. No	Name of Work/ Project & location	Owner of sponsor ing Organiz ation	Cost of Work In Lakh)	Date of Commen cement As per contract	Stipula ted Date of Compl etion	Actual date of complet ion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Re mar ks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* indicate gross amount claimed and amount awarded by the Arbitrator.

Copy of work Orders and Completion Certificates (as per FORM T-4) of the above works should also be submitted with date of start and completion of project and quality of work.

Signature of Applicant

FORM 'T - 3'**SIMILAR WORK UNDER EXECUTION OR AWARDED**

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of Completion	Upto date Percentage Progress of Work	Slow Progress, If any, & reasons Thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

PERFORMANCE REPORT OF WORKS
REFERRED TO IN FORM "T-2" TO "T-3"

01.	Name of Contractor	
02.	Name of work / Project & Location	
03.	Agreement No.	
	Estimated Cost	
04.	Awarded Value of work	
05.	Cost on completion of work	
06.	Components of work:	
	Civil Work/renovation work	
07.	Date of Start	
	Date of completion :	
08.	i) Stipulated date of completion	
	ii) Actual date of completion	
09.	Scope of work	
10.	Whether case of levy of compensation for delay has been decided or not	Yes/ no
11.	If decided, amount of compensation levied for delayed completion, if any	
12.	Performance Report :	
	a) Quality of work	Excellent/Very Good / Good/ Satisfactory/ Poor
	b) Financial soundness	Excellent/Very Good / Good/ Satisfactory/ Poor
	c) Technical Proficiency	Excellent/Very Good / Good/ Satisfactory/ Poor
	d) Resourcefulness	Excellent/Very Good / Good/ Satisfactory/ Poor
	e) General behavior	Excellent/Very Good / Good/ Satisfactory/ Poor

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

01.	Name & Address of the applicant	
02.	Telephone No. / Email id.	
03.	GST no.	
04.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
05.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	

10.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black-listed/penalized for Bidding in any organization at any time? If so, give details.	
11.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
12.	In which field of construction Services the applicant has specialization and interest?	
13.	Any other information considered necessary but not included above.	

Signature of Applicant

TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores	
6.	Payments received as per TDS in Crores	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/ Form 16A relating to the work.	

Note:

1. Value of work done will be considered commensurate with value of TDS certificates.
2. In case of multiple contracts undertaken from a client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with Form-26AS.
3. This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered

Accountant with Seal

FRN No.

UDIN No.-----

Membership No.

Signature of Bidder.

FORM B

FORM OF PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

**DEPUTY GENERAL MANAGER (ID)
HLL INFRA TECH SERVICES LIMITED
GOLDEN JUBILEE BLOCK
POOJAPPURA PO,
THIRUVANANTHAPURAM- 695 012**

Dear Sir,

In consideration of the HLL Infra Tech Services Limited for _____ (name of work) which expression shall include his successor and assignees, (herein after called HITES) having awarded to----- having its Office at -----and Registered Office at ----- (hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of _____ Contract No. / LOA No.-----in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.-----Rupees -----) amounting to 3% percent of the total Contract value.

1. We, _____ (hereinafter called ‘The Bank’ which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the HITES in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the HITES in respect of or in connection with the said Contract inclusive of all the HITES's losses and damages and costs, (inclusive between attorney and HITES) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the HITES to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the HITES shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the HITES on

account thereof and the decision of the HITES that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the HITES from time to time shall be final and binding on us.

3. The HITES shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The HITES and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the HITES hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the HITES in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the HITES in terms hereof.
6. The amount stated in any notice of demand addressed by the HITES to the Bank as liable to be paid to the HITES by the Contractor or as suffered or incurred by the HITES on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the HITES or suffered or incurred by the HITES as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the HITES and liabilities of the Contractor arising upto and until midnight of_____.
8. **This guarantee is valid till _____(date to be mentioned) (This guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof.)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the HITES may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the HITES shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the HITES may have or obtain and no forbearance on the part of the HITES in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the HITES to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The HITES may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.

11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the HITES in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We_____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____ (Rupees_____) and this guarantee shall remain in force till_____ and unless a claim is made on us within 12 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. -----
(Rupees -----)
- (b) This Bank Guarantee shall be valid up to -----
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----at
(bank address)otherwise, all your rights under this guarantee shall be forfeited and bank shall be relieved and discharged from all the liabilities there under irrespective of whether or not the original bank guarantee returned to us or not

Dated _____ day of _____ 2024

For and on behalf of Bank.

Issued under seal :

FORM OF AGREEMENT

(On a stamp paper of appropriate value as per the prevailing stamp duty as prescribed in Kerala stamp act 1959 amended from time to time. Contractor shall bear the cost of stamp paper)

Agreement No.....

This agreement is made at on the day of 2024 between **M/s HLL Infra Tech Services Ltd (HITES)** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the **First Part.**

AND

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at ----- and Office at -----, (hereinafter called the “Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas HITES is desirous that certain works should be executed, for hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – I (NIT & Instructions to Bidders)

Volume- II (GCC)

Volume – III (SCC)

Volume - IV (Technical Specifications)

Volume - V (Financial Bid/ Bill of Quantities (BOQ))

Volume – VI (Drawings)

All the correspondence till award of contract i.e. addendum, minutes, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HITES to executed and complete the Project by -----

----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. Whereas HITES has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs. _____ (Rupees _____Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies and excluding Goods and Services Tax as per terms & conditions of Bid document.
5. The payment to the contractor will be made by Client based on the recommendation of HITES in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. ----- only) being the sum stated in the letter of Acceptance(LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor SIGNED, SEALED AND DELIVERED	For and on behalf of the HITES SIGNED, SEALED AND DELIVERED
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR
AUTHORIZED SIGNATORY (in stamp paper of appropriate value)**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (name of authorised representative of firm)

Witness:.....

Accepted :..... (signature & details of POA holder)

AFFIDAVIT

(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have not been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the HITES.
6. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Client/HITES at any stage of work due to poor quality, the same will be re executed by us at free of cost.
7. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the HITES e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the HITES shall have the right to reject our bid'.
8. The undersigned hereby confirmed that 'The work if awarded to us, will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of HITES'.
9. The Undersigned hereby confirm that we are not having any Litigation pending / in progress with HLL / HITES.
10. The Undersigned hereby confirm that we will provide required services during the Defect Liability Period and will provide warranty to the system as per tender requirement.
11. The Undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Firm

UNDERTAKING
(In letter head of bidder)

We do hereby indemnify HITES/Client, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised Officer of the Firm

UNDERTAKING (FOR SPECIALIZED AGENCY)

(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby undertake to engage a specialised agency after approval of HITES for undertaking the execution of specialized works whose minimum qualification shall be as under:

i. For Specialized works viz. Substations, DG Sets, HVAC System, Fire Fighting, Lift:

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

a. DG set/Substation:

One similar work of value not less than 80% of the value of the proposed work in these categories with capacity of individual DG set /transformer being 80% of the individual capacity of the equipment i.e., DG set/transformer proposed in the NIT

OR

Two similar works each of value not less than 50% of the value of the proposed work in these categories with capacity of individual DG set /transformer being 80% of the individual capacity of the equipment i.e., DG set/transformer proposed in the NIT

OR

Three similar works each of value not less than 40% of the value of the proposed work in these categories with capacity of individual DG set /transformer being 80% of the individual capacity of the equipment i.e., DG set /transformer proposed in the NIT

b. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one number of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etc. in a campus comprising of business/ institutional/ residential/ educational/assembly buildings as classified in NBC.

c. For Lifts works: For Lifts, associated agency shall be as per the approved makes.

d. For HVAC works: Experience of having successfully completed one work involving SITC of VRV/VRF System in Hospitals.

ii. For ELV works as mentioned approval from Engineer-in-Charge before commencement of work

iii. For MGPS – Experience of having successfully completed one work involving SITC of Medical Gas Pipeline System in Hospital

Any other specialized works specified in Tender.

e. For all other specialized works, for which the contractor intends to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency.

(Authorized Signatory of Bidder)

**FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head)**

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with Designation visited the site: -;

2. Name of Bidder/Firm:-.....

3. Tender to be participated by Bidder:-

4. Name of Site visited with dates: -

a) _____ on _____

b) _____ on _____

Please add on as required

(Name with designation)
Representative of the Agency/Firm

Countersigned

Representative of HITES

Note: Technical Bids without Proof of Site Visit will be summarily rejected.

Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE - Part I**

S.No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs.11,800/-(inclusive of GST) only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs.1,00,000/-		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Power of Attorney (Form D) in favour of the person signing the Bid		
5.	Affidavit by Bidder (Form F) on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format		
6.	Affidavit/ Indemnity / Undertaking (Form G)/Credit limit/Form J		
7.	Form “T-1” (Financial Information)		
8.	Form “T-2” (Details of works)		
9.	Form “T-3” (Project under execution of award)		
10.	Form “T-4” (Performance Report of Works)		
11.	Form “T-5” (Structure and Organization)		
12.	Form “T-6” (TDS details)		
13.	Copies of GST Registration / ESI/EPF registration		
14.	All pages of the entire tender document/ Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder/bidder.		
15.	Any other document as specified in the tender document		

FINANCIAL PACKAGE COMPRISING OF:

S.No	Name of Document	Mode of submission	Page No.
1.	Signed bid /Financial Bid (Bill of Quantities – Volume-V)	Online	

Volume –II
General Conditions of Contract (GCC)

I. CONDITIONS OF CONTRACT

Definition:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Client / HITES and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge of the Consultant appointed by the Client and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
 - i) The expressions **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The **work(s)** shall also mean the work including survey, investigation, design, both permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/activities to complete the project/work.
 - ii) **Accepting Authority** shall mean the authority nominated by HITES
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) **“Client”** means ‘Director, Malabar Cancer Centre ,Thalassery’.
 - v) **“HITES”** shall mean HLL Infra Tech Services Ltd. (HITES), (100% Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) appointed as ‘Consultant’ by the Client for this project.
 - vi) **“Engineer in Charge”** (EIC) means the Engineer Officer as authorized by HITES / Client.
 - vii) **Expected risk(s)** are risks due to riots (other than those on account of the contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Client, damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Client of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Client’s faulty design of work.
 - viii) **Specifications** means the specifications followed in the area where the work is to be executed.

- ix) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% on cost of materials and labour to cover, all overheads and profits, provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
- x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government, with the amendments thereto issued upto the date of receipt of the tender.
- xi) The “**Site**” shall mean the land/ or place on, into or through which work is to be executed or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
- xii) “**Tendered Value**”/ “**Contract Price**” means the value of the entire work as stipulated in the letter of award.
- xiii) “**GST**” shall mean Goods and Service Tax.
- xiv) “**Date of commencement of work**”: The date of commencement of work shall be the date of start as specified in NIT

Scope and performance

- 3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender

- 7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted

in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.
- i. In the case of discrepancy between the various documents, the following order of preference shall be observed:—
 - a) Description of Schedule of Quantities
 - b) SCC
 - b) GCC, NIT, ITB
 - c) Technical Specification
 - d) Tender Drawings
 - f) Indian Standard Specifications of B.I.S.
 - g) For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.
- ii. If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 25 days from the stipulated date of start of the work, sign the contract consisting of notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

II. CLAUSES OF CONTRACT

1. PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance (LOA) in form of Treasury Fixed Deposit or DD or BG from any scheduled commercial bank based in India or the State Bank of India in accordance with the form annexed hereto.

This period of 25 days for submission of Performance Guarantee can be further extended by the Engineer-in-Charge up to a maximum period of 7 days with a late fee @ 0.1% per day of Performance Guarantee amount beyond the period of 15 days, on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the HITES / Engineer-in-Charge.

- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus six months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. The Bank Guarantee shall be kept alive till the completion or extended period whichever is later and expenses of renewal thereof are the responsibility of the contractor.
- (iii) In the event of the default by contractor, Contract being determined or rescinded under provision of any of the Clause /Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the HITES/ Client

2. SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit HITES/ Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5 % of the tendered value of the work. Such deductions will be made and held by HITES by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the HITES as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the HITES to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security depositor from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by HITES on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within

10days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 Months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The Security Deposit as deducted above can be released against bank guarantee issued by a scheduled bank.

The security Deposit shall be returned to the Contractor only after successful completion of Defect Liability Period.

It is also a condition of contract that Security Deposit of the work shall be refunded if no labour complaint has been received from the Labour Officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-In-Charge shall, after issue of notice in this regard to the Contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

3. COMPENSATION FOR DELAY

The work must be completed in all respect within the stipulated time as per tender conditions. If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the HITES / Client on account of such breach, pay as compensation, Liquidated damages as below:

- (i) Compensation for delay of work @ 1.0 % of accepted tendered amount per month of delay (to be computed on per day basis)

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work.

Such amount payable shall be recovered from the amount payable to the contractor / PBG/ SD available with HITES / Client.

4. WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in- Charge.
- (v) If the contractor shall offer or give or agree to give to any person in HITES/ Client or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for HITES.
- (vi) If the contractor shall enter into a contract with HITES in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with HITES as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor 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 a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the

contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HITES shall have powers:

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the HITES/Client.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

5. MEASUREMENT OF WORKS

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance and will be maintained by the Engineer-in-Charge. The contractor has to maintain measurement book as per the direction of EIC.

6. PAYMENT TERMS

Bills shall be raised in the name of Client. The payments will be released to the contractor directly by the Client through bank transfer based on the certification of bills by HITES.

Required documents for direct bank transfer shall be submitted by the Contractor to the Engineer-In-Charge / Client as per requirement.

Interim or Running Account Bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format given by EIC in triplicate within the time frame fixed for the same by the Engineer-in-Charge (EIC). The bills shall be submitted with all supporting documents as required by the EIC / tender.

The final bill shall be submitted by the contractor, along with all supporting documents required as per tender in the same manner as specified in interim bills within one month of physical completion of the work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Final bill shall be paid within 4 Months from the date of submission of bills with all supporting documents, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of dismantled materials.

No bills shall be paid for the work till the licenses like registration with EPFO and ESIC and whichever applicable for the scope of work, are submitted by the contractor to the Engineer-in-charge.

All statutory payments in connection with the employment of the Workmen & Employees State Insurance for this work will be borne by the Contractor at the prevailing rates.

The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds/Employees State Insurance, PF etc

The Contractor shall also ensure the compliances of all statutory provisions by the sub-contractors, if any, engaged by contractor for above said work.

The contractor shall submit affidavit to indemnify and save harmless the Client / HITES and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the HITES by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the EPF, ESI, Labour laws etc as amended from time to time. All sums payable by way of compensation/ penalty/ damages/ interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the HITES immediately and if the contractor does not pay the amount immediately the same will be deducted from security deposit or earnest money or any other amount available with the HITES or any money payable to the Contractor by the HITES.

The deduction towards statutory deductions shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

However, it shall be the responsibility of the contractor to ensure that all the statutory requirements like filing of returns etc. are met with as per the prevailing norms.

7. SECURED ADVANCE ON PERISHABLE MATERIALS

The contractor, on signing an indenture in the prescribed form by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile

and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

8. MOBILISATION ADVANCE – NOT APPLICABLE

9. ESCALATION – NOT APPLICABLE

10. COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

11. No advances shall be paid to the contractor under any circumstances unless otherwise specifically mentioned in the contract.
12. The rates quoted by the contractor are firm and fixed for the entire tenancy of the contract. The quoted rates shall deemed to have included all components required for the successful installation, completion, commissioning and handing over of work as per the tender Specifications and BOQ.
13. The ESI and EPF contributions on the part this Contract shall be paid by the Contractor and nothing shall be reimbursed by the Client/ HITES.

14. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
15. The Contractor(s) shall make their own arrangements for water and power required for the work and nothing extra will be paid for the same.
16. The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.
17. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. Required supervisor, technicians, labourers and resources shall be deployed by the Contractor for the timely completion of work. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
18. The labour camp shall not be allowed to locate inside the proposed site. The Contractor shall make his own arrangements for the labor accommodation etc.

19. DEVIATIONS/ VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

19.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

19.2 Deviation, Extra Items and Pricing:

In the case of extra item(s) (**items which are not available in the contract**), the contractor may within fifteen days of receipt of order or occurrence of the item(s), submit claim for market rates (s), supported with proper analysis of rates and manufacturer's specification for the work, invoices, vouchers, etc (as applicable), failing which the rate(s) approved later by the Engineer in charge shall be final and binding. Where the contractor submits claim for market rates(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. **The prevailing market rates or rate as per actual invoice, whichever is less will be considered. For prevailing market rates, if the rates are available in PWD local market rates, the same is to be considered. The rates (s) of extra items so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable**

Deviation, Deviated Quantities & Pricing:

In the case of contract items which exceed the limit laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates. The Engineer-in-Charge shall within 45 days of receipt of the claims, shall determine the rates for excess quantities i.e. quantities in excess of 25% over agreement scheduled quantity, the admissible rates shall be limited to Technical Sanctioned estimate rate modified by overall tender excess / tender deficit, as the case may be, subject to a maximum of PWD local market rates prevailing at the time of ordering. **The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable.**

19.3 In case of contract items which exceed the limit laid down in schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limit on , within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable

19.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

The following conditions shall be used in determining the deviation items:

The Engineer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The following are defined for the purpose of this clause:

- i. Abnormally High Quoted Rate (AHQR) -Items for which the quoted rate is having a deviation of more than 25% over the corresponding rate in the technically sanctioned

estimate.

- ii. Abnormally Low Quoted Rate (ALQR) -Items for which the quoted rate is having a deviation of less than 25% below the corresponding rate in the technically sanctioned estimate
- iii. For AHQR items, the Contractor is bound to execute up to the agreed quantity. In case of variation over the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity
- iv. For other items, the Contractor is bound to execute up to 25% over the agreed quantity. In case of variation over 25% of the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity
- v. In case of ALQR items sanction of Technical Sanction Authority shall be insisted before limiting execution of concerned item less than 75% scheduled quantity.
- vi. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Engineer.

20. CONTRACTOR'S REPRESENTATIVE FOR EXECUTION & COORDINATION OF WORKS

The Contractor shall ensure their representative at site all times during working hours throughout the course of the Contract or depute a competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.

The contractor shall deploy the following technical person at site during the course of work as below:

Sl. no.	Technical staff	Qualification / number required	Minimum Experience required	Rate at which recovery shall be made from the contractor in the event of non-deployment

1	Project Manager/ Project Engineer /Site Engineer	Graduate Engineer/ Diploma holder – 2 nos.(Civil / Elec)	2yr for Graduate Engineer 5yr for Diploma Engineer	Rs.15,000/- per month
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For non-deployment of above required technical staff, amount as proposed in the table above will be recovered from the contractor's bill.

In addition to the above, contractor shall deploy required number of qualified & experienced staff for the execution of work.

The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions

21. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, HITES shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) HITES shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however HITES shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by HITES, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the HITES as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the HITES from the contractor under the terms of the contract.

In the event of action being taken under this Clause to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee

22. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in- Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

- (iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to HITES, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon;and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost ofthe contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government /HITES because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the HITES/department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by HITES/Client in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HITES/Client as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HITES/Client in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

23. SETTLEMENTS OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the HITES and the Contractor within the purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Court of law.

Jurisdiction shall be High Court of Kerala.

24. INSURANCE

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the HITES and the contractor with any insurance company selected by the contractor and acceptable to HITES, in such a manner that the HITES and the contractor are covered for all time during the period of contract, i.e. time allowed for completion of works and extended period.

The insurance shall be affected in accordance with terms approved by the HITES and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement or handing over of site whichever is later along with the receipt of

premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following:-

- a) **Contractor's All Risks Insurance :** The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the HITES against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.
- b) **Workman Compensation & Employers Liability Insurance:** This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The HITES shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HITES against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.
- c) **Third Party Insurance:** The contractor shall be responsible for making good to the satisfaction of the Engineer- in-Charge any loss or any damage to all structures and properties belonging to the HITES or being executed or procured or being procured by the HITES or of the other agencies within the premises of all work of the HITES if such loss or damage is due to fault and or the negligence or willful acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the HITES or any third party including overhead and underground cables and in the event of any damage resulting to the property of the HITES or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the HITES or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the HITES harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the HITES or to any person including any employee of HITES, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an

amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the HITES, the insurer willfully indemnify HITES against such claims and any costs, charges and expenses in respect thereof.

- d) The Contractor shall also at times indemnify the HITES against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- e) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till all time during the period of contract i.e. the time period allowed for completion of work and extended period.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer- in-charge has agreed for cancellation.

Remedy on the contractor's failure to insure: If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE “A”		
	Schedule of quantities (BOQ)	Attached as Volume –V, Bill of Quantities.
SCHEDULE “B”		
	Schedule of materials to be issued to the contractor	NIL
SCHEDULE “C”		
	Tools and plants to be hired to the	NIL
SCHEDULE “D”		
	Extra schedule for specific requirements/ document for the work, if any.	NIL
SCHEDULE “E”		
	Reference to General Conditions of Contract as per Vol-2	
	Name of work :	RENOVATION WORK OF STEM CELL, PAINTING & MAINTENANCE WORK OF DOCTORS QUARTERS, KITCHEN & CANTEEN FIRST FLOOR -BALANCE WORKS AND PATCH WORK & RE-TARRING OF CAMPUS MAIN ROAD AT MALABAR CANCER CENTRE THALASSERY
	Number of days from the date of issue of letter of acceptance for reckoning date of Start	First date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA) whichever is later.
	Estimated cost of work:	Rs 2,09,35,916/- (Excl. GST)
Clause: 1	Performance Guarantee:	3% of Tendered Value
Clause:2	Security Deposit:	5% of Tendered Value
SCHEDULE “F”		

	GENERAL RULES & DIRECTIONS	
	Officer inviting bid	Deputy General Manager (ID) HLL Infra Tech Services Limited (HITES) Trivandrum
	DEFINITIONS	
1	Authority executing the agreement on behalf of the HITES	Competent authority as per HITES DOP
2(ii)	Accepting Authority	Competent authority as per HITES DOP
2(vi)	Engineer-in-Charge	Officer nominated by HITES
2(ix)	Percentage on cost of materials and labour to cover all Overheads and profits.	15%
2(x)	Standard Schedule of Rates	DSR 2018, with up to date correction slips (up to date of floating of NIT) and LMR
	CLAUSES OF CONTRACT	
Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	25 days
	(ii) Time allowed for submission of Programme Chart (Time & Progress), manpower deployment from the date of issue of letter of acceptance	25 days
	iii) Time allowed for submission of applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of signing of agreement	25 days
	(iv) Maximum allowable extension for submission of Performance Guarantee, with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above.	07 days
Clause 3	Authority for fixing compensation under Clause 3.	Competent authority of HITES as per DOP

	Milestone [Programme Chart (Time & Progress)] shall be submitted by the contractor within 15 days from the date of LOA to the Engineer in charge and it shall be mutually finalized by the Engineer In Charge and the contractor	
	Authority to decide:	
	(i) Extension of time	Competent authority of HITES as per DOP
	(ii) Rescheduling of mile stones	Competent authority of HITES as per DOP
	(iii) Shifting of date of start in case of delay in handing over of site	Competent authority of HITES as per DOP
	Authority to decide compensation on account if contractor fails to submit completion plans	Competent authority of HITES as per DOP
Clause 7	Secured Advance	Applicable
Clause 8	Mobilization Advance	Not Applicable
Clause 9	Escalation	Not Applicable
Clause 19	Authority to decide deviation	Competent authority of HITES as per DOP
	Deviation Limit (except items mentioned in earth work sub head in DSR and related items)	25%
	Deviation limit for items mentioned in earth work sub head of DSR and related items	100%
Other conditions to be followed by the Contractor		
1	Safety Code	The contractor shall follow CPWD Safety Code as per CPWD GCC 2020
2	Health & Sanitary arrangements for workers	The contractor shall follow Model rules for protection of Health & Sanitary arrangements for workers as per CPWD GCC 2020 (including Appendix)

INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the authorised signatory of HITES (hereinafter called the HITES which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the HITES that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the HITES has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the HITES has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by HITES (the receipt whereof the Contractor do hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the

Contractor do hereby covenant and agree with the HITES and declare as follows: -

- (1) That the said sum of Rupeesso advanced on recommendation from HITES to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the HITES as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the HITES against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer in charge (hereinafter called the Engineer in charge) and in the term of the said agreement
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer in charge or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer in charge.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer in charge or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment recommendation from HITES of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the HITES will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the HITES shall immediately on the happening of such default be repayable by the Contractor to

the HITES together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the HITES/Client in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the HITES to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the HITES of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the HITES may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the HITES on demand

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the HITES under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidandby the order and under the direction of the HITES have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of HITES in the presence of

Signature

Witness Name

Address

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF
DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND
SANITARY INSTALLATIONS AT**
(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the ----
----- (herein after called the Client of the other part).

WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract)
no.....dated..... and made between the GUARANTOR OF THE
ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to
render the work in the said contract recited structurally stable workmanship and use of sound
materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said
work will remain structurally stable and guarantee against faulty workmanship, finishing,
manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain
structurally stable, after the expiry of maintenance period prescribed in the contract for the
minimum life of ten years, to be reckoned from the date of completion of work, to be reckoned
after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of
the Engineer- in- charge calling upon him to rectify the defects, failing which the work shall be
got done by the Client by some other contractor at the guarantor's cost and risk. The decision
of the Engineer –in- charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make goods all the defects, commits breach there-under then the
guarantor will indemnify the Principal and his successor against all loss, damage cost expense
or otherwise which may be incurred by him by reason of any default on the part of THE
GUARANTOR in performance and observance of this supplementary agreement. As to the
amount of loss and/or damage and/or cost incurred by the Client the decision of the Engineer in
charge will be final and binding on the parties.

IN WITNESS WEHREOF those presents have been executed by the obligator. And by
for and on behalf of the Client on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the
presence of: 1.

2.

SIGNED FOR AND ON BEHALF OF -----

BY..... in the present of: 1.

2.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR ANTI TERMITE
TREATMENT AT**

:

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and between
..... (hereinafter called the GUARANTOR of the one part) and the -----
---- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the building and structures in the said contract recited completely Anti Termite proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely Anti Termite proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that Anti Termite treatment given by him under agreement Item No.

....., will render the structure completely Anti Termite proof and the minimum life of such Anti Termite treatment given by him will render the structures completely-termite proof and the minimum life of such Anti Termite treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for termite attack due to misuse of Building or alteration and for such purpose:

- a. misuse of Building shall mean any operation which will damage Anti Termite treatment to the Building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing Building whereby Anti Termite treatment is removed/damaged in parts ;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Anti Termite proof treatment of the building to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti Termite treatment, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator__and by_____by for and on behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1.____2.

SIGNED FOR AND ON BEHALF OF ----- BY___In presence of:

1._____

2._____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER
PROOFING TREATMENT FOR BASEMENTS AT**

÷
(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the ----
----- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No.

....., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of Basement or alteration and for such purpose:

- a. misuse of basement shall mean any operation which will damage proofing treatment to the basement of the Building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing basement whereby proofing treatment is removed in parts ;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator__and by_by for and on behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1.__2.

SIGNED FOR AND ON BEHALF OF ----- BY__In presence of:
1._____
2._____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER
PROOFING TREATMENT FOR ROOF AT**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the -----
----- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No....., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of Basement or alteration and for such purpose:

- a. misuse of roof shall mean any operation which will damage proofing treatment like chopping of fire wood and things of the same nature which might cause damage to the roof of the building.
- b. Alteration shall mean construction of any additional storey or part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts ;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

HITES/IDS/MCC-VW/23/26

IN WITNESS WHEREOF those presents have been executed by the obligator_____and
by_____by for and on behalf
of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in
presence of: 1.__2.

SIGNED FOR AND ON BEHALF OF ----- BY__In presence of:
1._____2._____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER
PROOFING TREATMENT (UNDER FLOORS) AT.....
(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)**

The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the ----
----- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the toilets, terraces and such related areas of the building in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the said toilets, terraces and such related areas will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment under the floors in toilets, terraces and such related areas given by him under the contract, will render the areas completely water and leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work i.e. to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of floors or alteration and for such purpose:

- a. misuse of such floors shall mean any operation which will damage proofing treatment and things of the same nature which might cause damage to the such floors of the building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing such floors whereby proofing treatment is removed in parts;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and
by _____ by for and on behalf
of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in
presence of: 1. __ 2.

SIGNED FOR AND ON BEHALF OF ----- BY __ In presence of:
1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN RESPECT OF
ALUMINIUM WORKS AT**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the -----
----- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the Aluminum Works in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etc..

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Aluminum Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Aluminum Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TWO years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Aluminum Work or alteration and for such purpose:

- a. misuse of the Aluminum Work shall mean any operation which will damage the Aluminum Work executed by him;
- b. Alteration shall mean construction of an addition to the Aluminum Work executed by him or part thereof or construction adjoining to the existing Aluminum Work whereby the Aluminum Work is likely to be effected/ damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Aluminum Work to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be

got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator_____and by_____by for and on behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1.__2.

SIGNED FOR AND ON BEHALF OF ----- BY___In presence of:
1._____
2._____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN RESPECT
OF STRUCTURAL GLAZING/ CURTAIN WALLSYSTEM/WORKS AT**

.....

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and
between (hereinafter called the GUARANTOR of the one part) and the ----
----- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the Structural Glazing / Curtain Wall System/ work under agreement Item No_____safe against water leakage, unsound material and workmanship and defective anodizing etc..

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Structural Glazing/ Curtain Wall System/Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Structural Glazing/ Curtain Wall System /Work executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Structural / Curtain Wall System/ Work or alteration and for such purpose:

- a. misuse of the Structural Glazing / Curtain Wall System /Work shall mean any operation which will damage the Structural Glazing / Curtain Wall System /Work executed by him;
- b. Alteration shall mean construction of an addition to the Structural Glazing / Curtain Wall System Work executed by him or part thereof or construction adjoining to the existing Structural Glazing / Curtain Wall System / Work whereby the Structural Glazing / Curtain Wall System/Work is likely to be effected/ damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Structural Glazing / Curtain Wall System /Workto the satisfaction of the Engineer-in- Charge at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to rectify the Structural Glazing / Curtain Wall System /work or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of the supplementary

agreement. As to the amount of loss and/ or damage and/or cost incurred by HITES/Client, the decision of Engineer will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator_____and
by_____by for and on behalf
of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in
presence of: 1.__2.

SIGNED FOR AND ON BEHALF OF ----- BY__In presence of:

1._____

2._____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN
RESPECT OF SEISMIC/ MECHANICAL JOINT WORKS AT**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this_ day of_____two thousand and_ between_____ S/o_____ (hereinafter called the GUARANTOR of the one part) and the----- (hereinafter called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no.....dated..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the Seismic/ Mechanical Joint System/Work under agreement Item No__in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etc..

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Seismic/ Mechanical Joint System/Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Seismic/ Mechanical Joint System/Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TWO years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Seismic/ Mechanical Joint System/Work or alteration and for such purpose:

- a. misuse of the Seismic/ Mechanical Joint System/Work mean any operation which will damage the Aluminum Work executed by him;
- b. Alteration shall mean construction of an addition to the Seismic/ Mechanical Joint System/Work executed by him or part thereof or construction adjoining to the existing Seismic/ Mechanical Joint System/Work whereby the Seismic/ Mechanical Joint System/Work is likely to be effected/ damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Seismic/ Mechanical Joint System/Work non-functional to the satisfaction of the Engineer at his cost and shall commence the work for

rectification within seven days from the date of issue of the notice from the Engineer –in-charge calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Seismic/ Mechanical Joint System/Work, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator_____and
by_____by for and on
behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by
OBLIGATOR in presence of: 1.____2.

SIGNED FOR AND ON BEHALF OF ----- BY____In presence of:
1._____
2._____

VOLUME III
SPECIFIC CONDITIONS OF CONTRACT

A. General

1. Execution of works:

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

If the contractor finds any discrepancy in the drawings or between the drawings, bill of quantities and specifications, he shall immediately and in writing refer the same to the Engineer - in- Charge for clarifications who shall decide the matter.

The successful contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and rates instructions in respect of such additional items and their quantities will be decided as per the provision of the contract and issued in writing by the Engineer-in-charge.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.

The contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Engineer - in- Charge. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials/ fittings/ fixtures proposed to be used in the work and obtain approval of the Engineer - in-Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.

2. Disruption of Progress

The Contractor shall give 4 weeks, in advance, written notice to the Engineer-in-charge whenever planning or progress of the Works is likely to be delayed or disrupted due to non-issue of any drawing or order by the Engineer-in-charge. The notice shall give details of the drawings or order required explaining why and by when it is required and if any delay or disruption is likely to be suffered on that account.

If by reason of any failure or inability of the Engineer-in-charge to issue drawings/ order/ clarifications within 4 weeks of such notice by the Contractor and the contractor suffers delay, then the Engineer-in-charge, shall record the facts for any extension of time under respective clause of the agreement. Notwithstanding anything stated above, the Contractor shall not be eligible for any financial compensation arising due to any delay.

No compensation and/ or interest arising out of that, whatsoever shall be payable to the contractor for any damage by rains, lightening, wind, storm, floods, tornadoes, earthquakes, or any other natural calamities during execution of work and no claim on this account will be entertained for such damages.

3. Samples & Approval of Materials

The Engineer-in-charge will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement.

Prior to ordering any equipment/ material/ system, the Contractor shall submit to the Engineer-in-charge the catalogues, along with samples from approved list of manufacturers. No material shall be procured without written approval of the Engineer-in-charge.

Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures shall be taken by the contractor from the Engineer-in-charge. Samples for all the materials to be used in the work shall be got approved from Engineer-in-charge before their bulk procurement. Samples approved shall be kept in the sample room till the completion of the work.

All materials used on the Works shall be new and of the approved quality and make available, conforming to the relevant specifications of the contract. Prior approval shall be obtained in writing from the Engineer-in-charge for all materials proposed and when necessary, approved samples duly identified and labeled shall be deposited with the Engineer-in-charge and shall be kept in the sample room at Site. List of approved make indicates make/ manufacturer generally acceptability. Final choice of make/ manufacturer of material & models shall be with the Engineer-in-charge.

4. Material and Equipment

All material and equipment shall conform to the relevant Indian Standards and bear IS marking where ever applicable.

Where interfacing is involved, both equipments shall be mutually compatible in all respects.

Where an item of equipment, other than as specified or detailed on the drawings, is approved by Engineer-in-charge, requires any re-design of the structure, partitions, foundation, piping, writing or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawings and detailing required

therefore, shall be prepared by the Contractor at his own expense and approval obtained from the Engineer-in-charge.

All similar equipment, materials, removable parts of similar equipment etc. shall be inter-changeable with one another.

5. Approved makes for materials and vendor list

The contractor shall procure materials amongst the vendors as mentioned in the approved make lists enclosed with this tender. In case a material is not available from any of the vendors in the enclosed vendor lists, the contractor may intimate and submit details of source from where the contractor wishes to procure the material, along with complete details and the particular material shall be got approved from the Engineer - in- Charge before procurement.

6. Safe Custody and Storage

The contractor shall be responsible for safe custody of all materials, machinery and equipment supplied and installed till the final taking over by the CLIENT/ HITES.

7. Safety Measures

The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. The contractor shall ensure that the works are governed by relevant safety codes and as per direction of Engineer-in-Charge

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of work/ construction. The contractor shall ensure that all safety norms are followed as per statutory requirements.

The Contractor shall at his own expense, erect and maintain in good condition temporary barricades all around the working area as per directions of the Engineer-in- charge.

8. Watch & Ward and Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in- charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the HITES at the risk and cost of the contractor.

9. Temporary Working arrangements

The Contractor shall furnish to the Engineer-in-charge full particulars i.e. site location and area required including drawings, etc. of all temporary works necessary for the execution of the works and shall give adequate time to the Engineer - in-Charge for his approval. The Contractor shall be solely responsible for the stability and structural safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. Should it be necessary to shift the temporary works to some other place during the execution of the works, the Contractor shall do so, at his own cost.

10. Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location to be provided by the contractor and approved by the Engineer- in-charge. However, no trees shall be removed without the prior permission of the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be included in the rates quoted by the Contractor.

The above is applicable for all site offices, labour camps, and godowns etc., which are not required after the work is completed.

11. Storage, Cleaning and Dewatering

The Contractor shall at all the times during the execution of work keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Engineer-in-charge. Storage of materials / equipment elsewhere shall not be considered as “Delivered at Site.”

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the financial bid and subsequent contract.

12. Contractor’s Superintendence

(a). The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.

(b). Contractor’s Representative for Execution & Coordination of Works

The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a Competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site. Contractor’s Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.

As the proposed work is to be carried out in a working Institution, contractor has to take extra care during execution without affecting the clients activities in the building. The contractor can plan for construction works during night time with prior consent of client/ HITES.

The contractor should submit curriculum vitae (CV) of the key personnel proposed to be deployed at site as per Schedule “F” of GCC for supervision and execution of work.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one / all the above key personnel the contractor must submit the CV of the new personnel (having qualifications and experience as per requirement of the contract) to Engineer-in-Charge for their approval.

A list of all technical and key personal staffs must be submitted to the Engineer- in-Charge with their area of work/ responsibility with verified signature and the link persons to receive the instructions at site (in case the main person was not found at site) during the inspection by representative of Engineer-in-charge. Any staff of contractor found incapable/unsuitable to execute the assigned work shall be replaced by the Contractor if desired by the Engineer-in-Charge.

(c). Contractor’s Employees

The Contractor shall employ competent Engineering staff/ technical assistants/ technicians who are qualified, skilled and experienced in their respective trades, to ensure proper supervision, quality & output of the work they are required to supervise. No child labour shall be employed on the work. All the skilled semi-skilled and unskilled labour shall work under the sole guidance of the contractor/his representative.

(d). Removal of Contractor’s Employees

The Contractor shall on the direction of the Engineer-in-Charge immediately remove from the work any person employed thereon by him who may, in the opinion of the Engineer-in-Charge has misconducted himself and such person shall not be again employed on the works without the permission of the Engineer-in- charge.

(e). Unauthorized Persons

No unauthorized persons shall be allowed on the site. The contractor shall provide complete security arrangement for the campus during construction to avoid trespassing. The Contractor shall ensure all such persons are kept out and shall take steps to prevent trespassing. However the contractor will make sure to provide free access at any time for Engineer-in-charge to the site and other working places.

13. Compliance with Statutes, Regulations, Etc.

The contractor shall conform to the provisions of all statutes, ordinance, laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the HITES indemnified against all fines or

penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer-in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in-charge

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the HITES on production of authorised receipts.

14. Setting out

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Engineer-in-charge and/ or his authorised representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

15. Quality of Materials, Workmanship and Test

All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications or as directed by EIC and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and/ or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the HITES. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance,

instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

The Engineer-in-charge may carry out Third Party Quality Assurance /Audit by an independent agency/ individual/firm/institute at any time appointed by client / HITES. The agency will be permitted and offered all support related to site inspection by the Contractor. Observations/ discrepancies noticed by third party quality assurance/audit shall be attended by the contractor at his own cost and compliance report to be submitted to the Engineer-in-charge. No compensation and /or any interest arising out of that shall be payable due to any delay during the technical audit till receipt of satisfactory report from the audit agency which shall be a pre-requisite for release of final bill payments.

Samples:

All samples of materials and/or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etc, shall be borne by the contractor. If the test results do not conform to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by the Engineer – in charge, whose decision shall be final and binding. A register shall be maintained for the materials brought to site, tested and test results shall be recorded and verified by Engineer-in-charge.

16. Defect after completion

(a). General

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” which in the opinion of the Engineer-in- charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in- charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in-charge may employ any person’s to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor. Such damages, losses and expenses shall be recoverable from the bills due or may be deducted from any money due to or that may become due to the contractor. If no amount is available to the credit of contractor, the Engineer-in- charge may recover the amount from the dues of the contractor from any other contract made by the Contractor with the Engineer-in-charge with any government/ department.

(b). Execution of work of repair etc.

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge’s representative and

within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

(c). Cost of Execution of Work of Repair, Etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract

(d). Contractor's personnel to be at site

During the defects liability period the contractor shall depute at least one of his authorized representative at site along with required tradesmen to attend the defects to the satisfaction of Engineer-in-charge.

17. Force Majeure

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

- END OF VOLUME I, II & III -