



TENDER DOCUMENT

MISCELLANEOUS CIVIL WORKS IN PLANT-A

AT

**HLL LIFECARE LIMITED
PEROORKADA FACTORY,
THIRUVANANTHAPURAM – 695 005,
KERALA, INDIA.
PHN: ++91 471 2437270
FAX: ++91 471 2432647**

JUNE - 2014



HLL Lifecare Limited
(A Government of India Enterprise)

**PEROORKADA FACTORY,
THIRUVANANTHAPURAM – 695 005,
KERALA, INDIA.**

PHN: ++91 471 2437270

FAX: ++91 471 2432647

INVITATION FOR BIDS (IFB)

IFB No : HLL/PFT-ENGG-CW/ PLANT-A/2014
Date : 28-06-2014

HLL Lifecare Limited invites sealed and super scribed bids from competent and experienced Contractors for the following work at our Peroorkada Unit, Thiruvananthapuram.

Sl. No	Brief Description Of Item /Work	Quantity	PAC (in Rs)	EMD Amount in Rs
1	Miscellaneous Civil Works in Plant-A	As per Schedule	Rs 800,000/-	Rs. 8000/-

2. The scheduled date for receipt and opening of bids is as follows.

- Last date and time for receipt of bids - 18-07-2014 up to 15.00 Hrs.
- Date and time of opening of bids - 18-07-2014, 15.30 Hrs.
- Address for communication, receipt and place of opening of bids:

**Joint General Manager (Engg),
HLL Lifecare Limited
Peroorkada Factory, Thiruvananthapuram – 695 005,
Kerala, India.
Phn: ++91 471 2437270, Fax: ++91 471 2432647
E-mail: ksureshkumar@lifecarehll.com**

3. The Bid must include the following information;

- Enquiry No.
- EMD
- Promised Delivery/Completion Schedule

- d. Price Schedule in Format For Quoting (Schedule III)
 - e. All other documents/certificate/information as specified in the bid document.
4. In addition to the invitation for bids, the bidding documents include the following schedules.
- | | | |
|--------------|---|------------------------|
| Schedule II | - | Conditions of Contract |
| Schedule III | - | Schedule of Work |
| Schedule IV | - | Acceptance Form |
5. The completed and sealed bid documents should be submitted to Manager (Projects), in the above address. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on 18/07/2014 (Indicate the Closing Date).
6. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 2 (c) above.
7. In the event of the date specified for bid receipt and opening being declared as a closed holiday for Purchaser/Owner's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
8. The Purchaser/Owner may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser/Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
9. Purchaser/Owner will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
10. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

Sd/-

JOINT GENERAL MANAGER (ENGG)

SCHEDULE II

CONDITIONS OF CONTRACT

1) PRICE

The price quoted should be inclusive of all material cost, loading and unloading charges, all applicable taxes and other levies, labor charges, insurance etc. The Schedule of Work is enclosed as **Schedule III**.

Price quoted should be firm without any escalation till the order is completely executed.

2) TAXES/DUTIES/LEVIES

The contractor shall be entirely responsible for all taxes including entry tax, duties, license fees etc. incurred until successful completion of contract.

3) ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

4) COMPLETION TIME

Work should be completed within **45 Days** from the date of issuing the Letter Of Intent or Work Order.

5) PAYMENT TERMS

The suggested payment terms are as follows:

Payment will be made only after successful completion of work and against actual measurements recorded and certified jointly by HLL Engineer in charge and the Contractor's representative.

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

Retention : 5% of the amount from each running bill will be retained as Retention amount, and shall be released after defect liability period .

6) EARNEST MONEY

6.1 Each bid must be accompanied by E.M.D.

6.2 The EMD is required to protect the Purchaser/Owner against risk of Bidder's conduct, which would warrant the security's forfeiture

- a. The EMD shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram payable at Thiruvananthapuram.
- b. E.M.D. from unsuccessful bidders will be returned after the acceptance of order by the L1 party.
- c. In the case of successful bidder, the Earnest Money will be returned after satisfactory completion of work.

6.3 The EMD may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bidding Document; or
- (b) In case of the successful Bidder, if the Bidder fails:
 - (i) to sign the Contract

7) DEFECT LIABILITY PERIOD:

The defect liability period of the work shall be 12 months from the date of completion of the work and this date will start from successful completion and handing over. If any damage or defect occurs in the work during this period then the Contractor shall rectify the damage or defect at his own expense to the satisfaction of the Purchaser/Owner. If the Contractor fails to do so, then the Purchaser/Owner shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the Contractor.

Even if Inspection and/or tests are fully carried out by Purchaser/Owner or their representatives, the Contractor is not absolved to any degree of his responsibility to ensure that all equipment fabricated comply strictly with the requirements as per specifications given in the order, and the Purchaser/Owner shall be free to point out any defect till the defect liability period is over.

8) FORCE MAJEURE

- a. Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

- b. The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

9) DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR'S CONTROL

9.1) Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Owner as per the affected period may extend the time period.

9.2) In case work is delayed due to non-availability of stores supplied by Owner or any decision by Owner holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the Owner, but nevertheless use constantly his best effort to prevent or make good delay. The Owner may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

10) LIQUIDATED DAMAGES FOR DELAYS

If the work is not completed and handed over to the Purchaser/Owner within the time stipulated in the Order, Purchaser/Owner may at their option, either (1) recover from the Contractor liquidated damages at the rate of 0.5 % of the total contract value for every week of delay, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Contractor and without prejudice to the other remedies/rights as per the Contract, terminate the order wholly or partially and complete it themselves or reassign it to other contractors.

11) SPECIAL INSTRUCTIONS

- a) The bidder shall visit the site before quoting for the work.
- b) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost

importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.

c) The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.

d) Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.

e) The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.

f) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.

g) The Contractor shall have to co-operate with the agencies executing other works in the same area.

h) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

12) CORRESPONDENCE

All correspondence relating to this Order shall be in English, to:
JOINT GENERAL MANAGER (ENGG)
HLL Lifecare Limited,
Peroorkada Factory, Thiruvananthapuram – 695 005, Kerala
Phn: ++91 471 2437270, Fax: ++91 471 2432647
E-mail:, ksureshkumar@lifecarehll.com

13) SETTLEMENT OF DISPUTES

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

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

SCHEDULE IV

ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

JOINT GENERAL MANAGER (ENGG)
HLL Lifecare Limited,
Peroorkada Factory, Thiruvananthapuram – 695 005,
Kerala, India.
Phn: ++91 471 2437270
Fax: ++91 471 2432647

Dear Sir,

I / We, hereby offer to supply/install/commission the work as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till 60 days after the date of bid opening prescribed by the purchaser/Owner. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER