**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**B-14 A, Sector-62, Noida-201 307**

**PHONE: 0120 - 4071500**

**FAX: 0120 - 4071579**

**URL:** [**www.lifecarehll.com**](http://www.lifecarehll.com)

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#### TENDER No. HLL/PCD/AIIMS/MKTG/RT/12-13

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#### BID DOCUMENT

#### For

**providing Comprehensive Civil, Electrical, HVAC & Interior furnishing works for total area of 530 sq. mtr. FOR HLL PHARMACY OUTLET AT ALL INDIA Instintute of MEDICAL SCIENCES (A.I.I.M.S.), Ansari Nagar, New Delhi**

**INVITATION FOR BIDS (IFB)**

**for providing Comprehensive CIVIL, Electrical, HVAC & Interior furnishing works for total area of 530 sq. mtr. FOR HLL PHARMACY OUTLET at AIIMS- Ansari Nagar , New Delhi**

1. **Project Description**

HLL Lifecare Limited (HLL) envisages appointing Interior Works Contractor for providing comprehensive Services for Interior Furnishing and Execution of the work according to approved design for its Ground Floor of existing premises located near Rajkumari Amrit Kaur OPD block in All India Institute of Medical Sciences (A.I.I.M.S.), Ansari Nagar, New Delhi 110029

Bids are invited through Open IFB, on two bid system, consisting of TECHNO - COMMERCIAL BID & the PRICE BID. The PRICE BIDs of only those bidders will be opened for final screening & award of work, whose TECHNO - COMMERCIAL BIDs qualify as per criteria laid down in the Bid Document.

The work involves providing services of Furnishing and Execution of the Comprehensive CIVIL, Electrical, HVAC & Interior furnishing works, STRICTLY IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND SCOPE DEFINED IN THE BID DOCUMENT AND according to approved design for Ground Floor of existing premises at AIIMS for a total area of approximately 530 sq Mtr, as per Format 1 attached. The estimated value of the works envisaged is Rs. 120 lakhs.

**(2) BID REF No. HLL/PCD/AIIMS/MKTG/RT/12-13**

| **Sr.No.** | **Description** | **Schedule** |
| --- | --- | --- |
| i. | Dates of sale of Bid documents | 22.02.2013 to 08.03.2013 |
| ii. | Place of sale of Bid Documents | HLL Lifecare LimiteD , B - 14 A , Sector-62,Noida 201 307, tel: 0120 – 4071500.  E-mail: pc[d@lifecarehll.](mailto:d@lifecarehll.com)com |
| iii. | Cost of the Bid Enquiry Document | Rs. 2000/- ( Rupees Two Thousand ) |
| iv. | Pre Bid Meeting Date & Time | 26.02.2013, 11.00Hrs., IST |
| v. | Pre Bid Meeting Venue | Same as column 2 (ii) |
| vi. | Closing date & time for receipt of Bid | 11.03.2013, 14.00 hrs IST |
| vii. | Time and date of opening of Techno – Commercial Bid | 11.03.2013, 14.30 hrs IST |
| Viii | Venue of Opening Techno Commercial Bid | Same as column 2 (ii) |

**3. Scope of Work**

The Contractor shall:

a) Supply all the approved working drawings and Structural drawings, if any, specifications and details in the manner specified in the bid document and required by HLL for proper execution of the work.

1. Supply all the materials to site and execute the comprehensive Civil, HVAC, Electrical works , based on the BoQ & Technical specifications as detailed in Annexures 1 , 2 , 3 & 4 attached with Bid Documents .
2. Obtain HLL’s approval for any material deviation in design or specifications, if considered necessary by HLL.

d) Inspect & certify correctness of the physical layout at site as per approved plans and drawings.

e) Coordinate the various activities of his sub-contractors, if any.

f) The Contractor shall be required to provide all requisite tools, tackle, handling equipment and adequately qualified & experienced technical personnel, labor etc. for complete and successful execution of the works.

g) Prepare a three dimensional model of suitable scale as and when required by the employer/local authority at no extra cost.

h) Compliance of all applicable Central Govt./ State Govt. statutory laws, regulations including those related to labor laws, acts, and requirements for execution of works.

i) Contractor shall be responsible and comply with all applicable safety regulations, norms etc. during the execution of the works.

**4. Prequalification Criteria**

1. The bidder shall possess minimum 05 (five) years of experience in executing similar Interior Furnishing Work. The bidders shall accordingly submit a statement in support specifying number of years of operations in areas of similar interior works. Details to be provided strictly as per Format 5 of the Bid Document.
2. The bidders shall possess experience of completion and execution of at least one of the following five types of similar Interior Furnishing Work in the preceding five years reckoned from the bid due date of this tender :

* Three works each with a carpet area of 300 square meters or more.
* Two works each with a carpet area of 450 square meters or more.
* One work with a carpet area of 600 square meters or more.
* One order/ Contract of minimum value of Rs.150 lakhs
* Twenty pharmacy outlets with a carpet area of 75 square meters or more for each outlet.

The Bidders shall submit work order copy and documents in support of completion of works mentioned in the Prequalification criteria in clause 4(b) above.

1. The work order copy or documentary support in claim of 4(b) above shall be specifying details of employer, nature of work, financial year of work awarded, specific services provided, location, monthly Input break-up with corresponding costs, and date of completion of each work.
2. Bidders shall posses a minimum annual turnover of Rs. 200 Lakhs in any of the last 3 preceding years, i.e 2009-2010, 2010-2011 & 2011-2012. The bidders shall accordingly submit audited balance sheet/ CA certified annual turnover certificate for last three years.

e. The duly approved structural design and the entire works as specified in the bid document shall be completed within 40 (Forty days) from the date of award of contract.

**NB: The bidder should submit the requisite details, as per attached formats only.**

1. **GENERAL INSTRUCTIONS TO BIDDERS**
2. Bidders may download the tender enquiry documents from the website [www.lifecarehll.com](http://www.lifecarehll.com) and submit their Bid by utilizing the downloaded document, along with the required non-refundable bid fee as mentioned.
3. Prospective Bidders may attend the Pre-Bid meeting on 26.02.2013 at 11.00Hrs. at HLL Lifecare Limited , B – 14 , Sector 62, Noida, U.P. 201 307 , Ph.- 0120- 4071500
4. **Bidders**  shall ensure that their tenders, complete in all respects, are received at **HLL Lifecare Limited, P&CD, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above*,* failing which the tenders will be treated as late and rejected.

D. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.

E. The Tender Enquiry Documents are not transferable.

f. The Prices shall be quoted in Indian Rupees.

g. **Bidder shall quote for the ENTIRE SCOPE OF WORK covering Comprehensive Civil, Electrical, HVAC & Interior furnishing work as detailed in the bid document. bidder quoting for incomplete/ partial scope of work shall be rejected.**

H **Ethical standard**

I. bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. in pursuit of this policy, hll will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract

J. for the purposes of this provision, the terms set forth below are DEFINED AS FOLLOWS:

1. corrupt practice: means the offering, giving, receiving, or soliciting of any thing of value to influence the action in the procurement process or in contract execution; and
2. fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive hll of the benefits of competition;

**6. CLARIFICATION OF BIDDING DOCUMENTS**

a prospective bidder requiring any clarification of the bidding documents may notify HLL IN writing, or by fax OR by e-mail at THE MAILING ADDRESS: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com) . HLL will respond in writing to any request for clarification of bidding documents, which it receives not later than 13 days prior to the deadline for submission of bids prescribed by HLL.

during the bid evaluation, HLL MAY, at its discretion, ask the bidder for a clarification of its bid. the request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

**7. Amendment of bidding documents**

At any time prior to the deadline for submission of bids, HLL, FOR any reason, modify the Bidding Documents by amendment in company website only.

1. **Language of Bid**

All correspondence and documents related to the bid shall be in English.

1. **Submission of Offer**
   1. **Documents Comprising the Bid**

The **Two Bid System**, i.e. “Techno–Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

1. **TECHNO - COMMERCIAL BID**
2. **PRICE BID.**

Both these bids should be sealed and clearly subscribed as above with bid document number & Name of the works, Due Date, bidder’s name and details. For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid DOCUMENT, clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.

**9.1.1 TECHNO - COMMERCIAL BIDS (Un-Priced Bid only )**

The Bidder / Contractor shall submit their Bids in following two parts,

**The TECHNO - COMMERCIAL BID shall be submitted in one cover as below**

Sealed & Clearly subscribed techno - commercial bid envelope, shall consist of following details, information & documents to meet the pre-qualifying criteria as per clause 4 of this tender: -

1. Bid Form - as per Format 2 attached.
2. Non Refundable Tender fee of Rs. 2000/- (Two thousand only),
3. Interest Free Earnest Money Deposit (EMD) in the form of a Demand Draft for Rs.2,00,000/- (Rupees Two Lakh only) in favour of HLL Lifecare Limited payable at New Delhi.
4. Income Tax Return Details for the last three years.
5. Power of Attorney in favour of the Authorized Signatory of the Bidder.
6. Documents w. r. t. relevant experience for the work as per Clause 4 of Bid Document.
7. General Information of Bidder as per Format 4 of Bid.
8. Tenure of Business Experience of bidder, as per Format 5.
9. Work order copies and or documents in support of the clause 4(b) The work order copy or documentary support w.r.t clause 4(b) shall specify details of employer, nature of work, financial year of work awarded, specific services provided, location, monthly Input break-up with corresponding costs, and date of completion of each work.
10. Summary of professional employees and key personnel indicating the qualifications, specialization, and experience, so as to qualify as capable bidder for this work in his letter head.
11. Audited balance sheet/ CA certified annual turnover certificate for last three years.

The Bidder shall validate the above mentioned data & information provided using suitable documentary evidence such as client certificates, audited balance sheets, clearly giving the reference to the evidence in relevant portion. The Prices shall be quoted in Indian Rupees.

Bids not accompanying the details, information & documents sought for to meet the pre-qualifying criteria as per above clauses of this tender shall be summarily rejected at the pre-qualifying stage and their PRICE BID shall not be entertained / opened by HLL.

* + 1. **PRICE BID**

Sealed & Clearly subscribed PRICE BID envelope, shall contain the following :

1. BID Form - as per Format 2 .
2. PRICE BID Summary - as per Format 3
3. Bill of Quantity (BoQ) separately each for Comprehensive Civil, HVAC, Electrical as provided in Annexure 1, 2, 3 and 4, also to be attached along with the Price Bid summary, Format 3 mentioned above.

#### N.B. :

* + - 1. All pages of the Bid should be page numbered and indexed.

1. It is the responsibility of Bidder to go through the Bid document to ensure furnishing all required documents to meet the Qualification criteria as per Bid Documents, if any.
2. The authorized signatory of the Bidder must sign the tender duly

stamped at appropriate places and initial all the remaining pages of the tender

1. Tender sent by fax/telex/cable/electronically shall be ignored.
   1. **Period of Validity of Bid**

**The bid shall remain valid up to 90 days from the date of opening the bid.**

**9.3. Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

**10.** **PRELIMINARY EXAMINATION:**

10.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required BID Security (EMD) have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

10.2 Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected If the bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

10.3 PRIOR TO THE DETAILED EVALUATION, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Bid Security, guarantee, taxes and duties, force maejure will be deemed to be material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.

10.4 The following are some of the important aspects, for which a Bid shall be declared non-responsive and will be summarily ignored;

(i) Bid not accompanied with the requisite tender fee.

(ii) Bid form not enclosed

1. Bid is unsigned.
2. Bid validity is shorter than the required period.
3. Required EMD/ Bid Security have not been provided.

(vi) Bidder has not agreed to give the required performance security.

(vii) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, work completion period, dispute resolution mechanism.

(viii) Poor/ unsatisfactory past performance.

(ix) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.

(x) Bidder has not quoted for the entire scope of work and not accepting the technical specifications as per the bid document.

(xi) Bids do not meet the qualification criteria as prescribed in the Bid Enquiry document.

**10.5 If a bid is not substantially responsive, it will be rejected by the purchaser.**

11. **EVALUATION AND COMPARISION OF BIDS**:

The Purchaser will evaluate and compare the Bids on the basis of techno commercial / technical evaluations followed by price bid evaluation. The price comparision will be made based on total amount of complete works comprising of interior Comprehensive Civil, Electrical, HVAC & Conveyor Belt as per format 3 and covering entire boq enclosed with the Bid document.

1. AWARD OF CONTRACT – CRITERIA

12.1 While opening the financial bid the technical eligibility shall be read out and the price bids of qualified bidders shall only be opened. Among the technically qualified bidders, the L1 bidder (the lowest bid) determined as per evaluation criteria specified under Clause 11 above, shall be awarded the contract.

12.2 HLL'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS: HLL shall reserve the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HLL's action.

1. NOTIFICATION OF AWARD

Prior to the expiration PRICE BID validity as prescribed by HLL, HLL shall notify the successful bidder of the work award by Tele-fax or e-mail, followed by confirmed written intimation by Registered post/ Speed Post / Courier. The Notification of award shall be in form of the Letter of Award, and shall be sent to the successful bidder and whose bid is accepted only. The Letter of Award shall constitute a part of the contract.

No correspondence shall be entertained by HLL from the unsuccessful Bidders in this regard.

1. PERFORMANCE GUARANTEE

14.1 The successful Bidder shall furnish to HLL a Performance Guarantee (Security Deposit) in the form of a Interest Free Demand draft (DD) or Fixed Deposit Receipt (FDR) or a Bank Guarantee from any indian scheduled BANK for 5 % (five percent) of the total contract price, valid for three months beyond the expiry of contractual guarantee period. In case of DD, the same shall be furnished in favour of HLL Lifecare Limited payable at New Delhi. In case of FDR, the same shall be furnished & pledged for One year in Name of HLL Lifecare Limited.

14.2 Failure of the successful Bidder to furnish the required Performance Guarantee within stipulated time shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the security deposit, without prejudice to any other rights and remedies available to HLL under the contract.

14.3 Upon submission of Performance Guarantee (Security Deposit) by the successful bidder, HLL shall promptly notify the unsuccessful bidders and discharge / return their EMD’s.

14.4 The performance guarantee should be submitted immediately after issue of letter of Award but not later than 3 days of issue of letter of Award.

14.5 Forfeiture of Performance Guarantee -

In case the contractor fails to complete the work in accordance with the contractual provisions and /or fails to fulfill it’s guarantee obligations under the contract, HLL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to HLL.

**15. PAYMENT SCHEDULE:**

The payment towards the execution of work will be paid in installments as specified below. Payments to the contractor shall be “on account” and shall be adjusted against the final bill.

The various stages of payment shall be as follows:

|  |  |
| --- | --- |
| STAGE I: On delivery of the materials at the site and after inspection by HLL authorities. | 20% of the total cost of project. |
| STAGE II: On completion of partition work and the approval by HLL authorities. | 20% of the total cost of project. |
| STAGE III: On completion of carpentry work and approval by HLL authorities. | 20% of the total cost of project. |
| State IV: On completion of cable laying work and approval by HLL authorities. | 20% of the total cost of project. |
| STAGE V: On completion of entire work and obtaining of completion/occupation certificates | 20% of the total cost of project. |

**16. Taxes and Duties**

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder. the total quoted bid amount shall be inclusive of all such taxes, duties, levies etc.

**17. ADDITIONS AND ALTERATIONS**

1. HLL shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the contractor shall comply with such request. The Unit Prices quoted by the successful bidder in the BoQ shall remain valid for variation, if any, in the quantities during the entire execution of the contract.

ii) The contractor shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor based on the details / specification as mentioned in the bid document , except through and with proper approval of HLL.

**18. TIME SCHEDULE**

( I ) The day of commencement of project will be reckoned from the date of Issuance of the Letter of Award.

( ii) The duly approved structural design and drawings for the entire work shall be given within one week from the date of Letter of Award, subject to receipt of the Performance Bank Guarantee from the contractor.

(iii) The duly approved structural design and entire works shall be completed within 40(Forty) days from the date of issuance of Letter of Award to the successful bidder. .

(iv) The work shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay / default, of the contractor to adhere to the agreed time schedule,

1. Decision of the Head (P& CD) or any person authorized by him as designated in-charge of the work as detailed in the Bid Documents and as per Annexure – 1,2,3 & 4 shall be final and binding.

19. **Liquidated Damages**

HLL shall recover the liquidated damages from the contractor at the rate of 1% of the total contract price per week of delay, or part thereof, subject to a maximum of 10% (ten percent) of the total contract price.

**20. ABANDONMENT OF WORK**

1. That if the contractor abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HLL shall forfeit / encash the Performance Guarantee. HLL shall be at liberty to make full use of all or any of the drawings and material supplied by the Contractor. The Contractor shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HLL including the recovery of liquidated damages.
2. Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

21.  **GUARANTEE**

(i) The contractor shall agree to redesign and rectify, or replace, at his cost any portion of his engineering / design/ works executed and materials used, which are found defective within two years from the date of handing over of the completed works to HLL. HLL shall grant right of access to the contractor, of this portion of the work claimed to be defective for inspection and rectification.

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

**22. GENERAL**

I) The Contractor shall be fully responsible for the technical soundness of their personnel, including those of specialists engaged, if any by them, and also ensure that the work is carried out in accordance with approved drawings and specifications.

ii) HLL will have the work of Contractor and / or his sub-contractor supervised / inspected at any time by any officer, check estimates and designs.

iii) The appointment of HLL’s own supervisory staff, if any, does not absolve the Contractor of his responsibility of general supervision and execution of quality work as per specifications covered in the contract. The Contractor shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy their requirements.

iv) The Contractor hereby agrees that the charges to be paid as provided as per clauses 13 herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings etc .

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

vi) The contractor hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL is not being performed by the contractor with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the contractor.

1. SIGNING OF AGREEMENT

The successful party shall prepare the Agreement in the Proforma as per Format 8 included in this Bid Document, duly incorporating all the terms of agreement between the two parties. Within 72 hours from the date of issue of the Letter of Award, the successful Bidder shall be required to execute the Contract agreement on non-judicial stamp paper of Rs.100/- . A copy Contract Agreement mutually signed by authorized signatories with rubber stamps & witnesses thereto shall be provided by HLL to the successful bidder.

1. **CONDITIONS OF THE CONTRACT**
   * 1. **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 dialogue and negotiation.
     2. Conciliation/Arbitration

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be held at thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English

* + 1. No suspension of work the obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.
    2. **Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

v. **Jurisdiction of Courts**

All disputes arising out of the contract shall be subject to the jurisdiction of the appropriate court at New Delhi only.

VI. **FORCE MAJEURE**

a. the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b. For purposes of this clause “Force Majeure” means an event beyond the control of the Supplier and not involving the supplier’s fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

VII. **APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of Union of India.

VIII **Insurance**:

For entire goods at site, the insurance including transit insurance shall be obtained by the contractor in an amount equal to 110% of the value of the goods/ works on “all risks” basis including war, risks strikes, erection, storage etc. In any event the works/Goods are at the contractor’s risk until handing over of the completely executed works, to hll.

1. **Bidders Responsibilities**
   1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period OF FOURTY Eight HOURS FROM the date of issue of Letter of award.
   2. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
   3. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
   4. The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.

* 1. If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
  2. The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.

FORMAT 1- LAYOUT

**FORMAT 2 - BID FORM**

Note: I. The Appendix forms part of the Bid

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

Name of WORK : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To,**

**Head (P& CD),**

**HLL Lifecare Limited,**

**B-14 A, Sector 62,**

**Noida – 201307**

**Ph: 0120 – 4071500**

* + 1. Having visited the Site and examined the Terms of Reference and the terms of the Interior furnishing work attached thereto and the IFB for the Interior furnishing work at AIIMS, New Delhi, we the undersigned, offer to provide turnkey Interior furnishing Services in conformity with the Terms of Reference.
    2. We undertake, if our Offer is accepted, to commence the work within Fourty Eight hours of award of work and to complete the whole of the Work comprised in the Contract within 40 days of the formal notification of award of work
    3. If our Offer is accepted, we will furnish a Bank Guarantee or demand draft for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be as per clause 12 of
    4. We have independently considered the amount shown in Bid Documents for the Interior furnishing Contract, appended to the Terms of Reference, as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
    5. We agree to abide by this Offer for a period of 90 days from the bid opening date and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
    6. We declare that the submission of this Offer confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of HLL, if it finds to the contrary, to declare our Offer to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
    7. We understand that you are not bound to accept the lowest or any offer you may receive.
    8. If our Offer is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this…………day of………….**2013**

Signature …………………………………

Name………………..……………… in the capacity of

duly authorized to sign Tenders for and on behalf of…………..………………………………………………………………………

ADDRESS..…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Witness – SIGNATURE.

Name : …………………………………………………………………………..

Address ……………………………………………………………………………………

Occupation…………………………………………………………………

Rubber Stamp of the Bidder**FORMAT 3 PRICE BID SUMMARY**

(TO BE SUBMITTED on the letter head of the Company)

Date :

To:

**Head (P& CD),**

**HLL Lifecare Limited,**

**B-14 A, Sector 62,**

**Noida – 201307**

**Ph: 0120 – 4071500**

**Sub.:** Offer for providing Comprehensive Interior furnishing Contract for execution of work at aiims, new delhi.

Dear Sir / Madam:

1. Being duly authorized to represent and act on behalf of ………………, and having reviewed and fully understood all the requirements of bid submission provided vide the Bid document dated ………. Pertaining to the above mentioned work, we hereby provide our Financial Proposal for providing Interior Architectural Contract on a COMPREHENSIVE BASIS.

(ii) SUMMARY SHEET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PRICE BID SUMMARY** | | | |  |
| Sr. no | Nature of Services | Value for the entire Services as per Annexure attached | Taxes/ Duties component | Total Amount (in INR) |
| 1 | Interior & Comprehensive Civil works |  |  |  |
| 2 | HVAC Works |  |  |  |
| 3 | Electrical Works |  |  |  |
| 4 | Conveyor Belt |  |  |  |
|  | **TOTAL VALUE OF THE CONTRACT ( in figures )** | | |  |
|  | **TOTAL VALUE OF THE CONTRACT ( in words)** | | |  |

We agree to bind by this offer if we are the selected as contractor for this project.

For and on behalf of :

Signature :

Name of the Person :

Designation :

Rubber Stamp :

Instructions for Bidders :

1. No conditions should be attached.
2. In case of difference between the words and figures, words would prevail.
3. The quote must be given in a sealed envelope with details as mentioned in Bid Documents.
4. Bill of Quantity (BoQ) separately each for Comprehensive Civil, HVAC, Electrical as provided in Annexure 1, 2 and 3, 4 be attached along with Price Bid summary.
5. The Bidder should ensure that the quote provided for the services adheres to the specifications as mentioned in the BoQ attached.
6. The quoted prices shall remain firm and fixed till complete execution of the works.

**Date: Authorised Signatory (with rubber stamp)**

**FORMAT 4 - GENERAL INFORMATION**

1. Name of the firm: ……………………………………………………………….
2. Legal Status of the Firm: Proprietor/Partnership/Private Limited/Public Limited
3. Registered Address, telephone, Tele-fax.

……………………………………… ………………………………….

…………………………………………………………………………..

……………………………………………………………………………

1. Contact Person and His Designation and address, email address

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

1. Number of years in Interior Architectural Business
2. Details of registration with Council of Architecture
3. Number of comprehensive interior work executed during the last five years with details
4. State if in-house expertise is available for all services/sub-systems. If not details of sub-contractors to be involved in the project.

**Date: Authorised Signatory**

**(with Rubber stamp)**

Notes :

(i) Attach an attested photocopy of Certificate of Registration of firm.

**FormAT 5 TERMS FOR BUSINESS EXPEREINCE**

**Number of projects for which comprehensive Interior work (CIVIL, HAVC & ELECTRICAL etc.) executed in the LAST 05(FIVE) YEARS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Name and location of the Project** | **Name and address of the Client** | **Details of the Project** | | | **Year of Completion of Project** | **Remarks** |
| **Built up Area** | **No. of floors** | **Cost** |  |  |
| **1** |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |  |

**Date: Authorised Signatory (with Rubber stamp)**

**FORMAT 6 - FINANCIAL DATA OF BIDDER**

**Turnover during the last five financial years (For each member in case of Group):**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S.No. | Description | Year 2007-08 (Rs.in lakhs) | Yr 2008-09 (Rs.in Lakhs) | Yr.2009-10  (Rs.in lakhs) | Yr.2010-11 (Rs.in Lakhs) | Yr.2011-12 (Rs.in lakhs) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1.  2. | Turn over of Firm  Profit & Loss statement |  |  |  |  |  |

Attach self certified copies of the Financial Statements of the last FIVE (05) financial years as Annexure. **Financial Values to be given in Lakhs of Rupees.**

**Date: Authorised Signatory**

**(with Rubber stamp)**

**FORMAT 7 CONTRACT AGREEMENT PROFORMA**

**INTERIOR FURNISHING CONTRACT**

**This agreement made on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ Two Thousand Twelve between HLL Lifecare Limited, Company incorporated under the Companies Act, 1956 and having its Registered Office at Latex Bhavan, Poojappura, Thiruvananthapuram – 695 012 and**, HLL Lifecare Limited, B-14 A, Sector 62, Noida – 201 308, Ph: 0120 – 4071500. **(Hereinafter referred to as HLL) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part and M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having their Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Whereas HLL is desirous of undertaking Interior furnishing work of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in accordance with the general requirements and conditions hereinafter appearing and whereas the Contractor has agreed to perform the same.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

**TERMS AND CONDITIONS OF AGREEMENT**

**1.0 DEFINITIONS:**

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

i) "Approved" means approved by HLL’s representative in writing including subsequent confirmation of previous approval.

ii) "HLL" means the HLL Lifecare Limited, which expression shall unless excluded by or repugnant to the context include HLL’s representative.

iii) "HLL's representative" means Head (P& CD) of HLL Lifecare Limited, Noida or any person authorized by him as designated in-charge of the work. (Please refer to Bid Document)

iv) "Contractor" Means M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.0 SCOPE OF WORK:-**

The Contractor shall:

a) Supply all the approved working drawings and Structural drawings, if any, specifications and details in the manner specified in the bid document and required by HLL for proper execution of the work.

1. Supply all the materials to site and execute the comprehensive Civil, HVAC, Electrical works , based on the BoQ & Technical specifications as detailed in Annexures 1 , 2 , 3 & 4 attached with Bid Documents .
2. Obtain HLL’s approval for any material deviation in design or specifications, if considered necessary by HLL.

d) Inspect & certify correctness of the physical layout at site as per approved plans and drawings.

e) Coordinate the various activities of his sub-contractors, if any.

f) The Contractor shall be required to provide all requisite tools, tackle, handling equipment and adequately qualified & experienced technical personnel, labor etc. for complete and successful execution of the works.

g) Prepare a three dimensional model of suitable scale as and when required by the employer/local authority at no extra cost.

h) Compliance of all applicable Central Govt./ State Govt. statutory laws, regulations including those related to labor laws, acts, and requirements for execution of works.

i) Contractor shall be responsible and comply to all applicable safety regulations, norms etc. during the execution of the works.

**3.0 PAYMENT SCHEDULE:**

The payment towards the execution of work will be paid in installments as specified below:-

Payments to the contractor shall be “on account” and shall be adjusted against the final bill. The various stages of payment shall be as follows:

|  |  |
| --- | --- |
| STAGE I: On delivery of the materials at the site and after inspection by HLL authorities. | 20% of the total cost of project. |
| STAGE II: On completion of partition work and the approval by HLL authorities. | 20% of the total cost of project. |
| STAGE III: On completion of carpentry work and approval by HLL authorities. | 20% of the total cost of project. |
| State IV: On completion of cable laying work and approval by HLL authorities. | 20% of the total cost of project. |
| STAGE V: On completion of entire work and obtaining of completion / occupation certificates | 20% of the total cost of project. |

**4.0 PERFORMANCE GUARANTEE**

The successful bidder will be required to furnish Performance Guarantee as specified in the Bid Document, for due fulfillment of the Contract and shall submit after award of work and before signing of the Contract / Agreement.

**Forfeiture of Performance Guarantee**

In case the contractor fails to complete the work in accordance with the contractual provisions and /or fails to fulfill it’s guarantee obligations under the contract, HLL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to HLL.

**5.0. ADDITIONS AND ALTERATIONS**

i) HLL shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the contractor shall comply with such request. The Unit Prices quoted by the successful bidder in the BoQ shall remain valid for variation, if any, in the quantities during the entire execution of the contract.

ii) The contractor shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of HLL.

**6.0. TIME SCHEDULE**

( I ) The day of commencement of project will be reckoned from the date of Issuance of the Letter of Award.

( ii) The duly approved structural design and drawings for the entire work shall be given within one week from the date of Letter of Award, subject to receipt of the Performance Bank Guarantee from the contractor.

(iii) The duly approved structural design and entire works shall be completed within 40(Forty) days from the date of issuance of Letter of Award to the successful bidder. .

(iv) The work shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay / default, of the contractor to adhere to the agreed time schedule,

1. Decision of the Head (P& CD) or any person authorized by him as designated in-charge of the work as detailed in the Bid Documents and as per Annexure – 1,2,3 & 4 shall be final and binding.

(vii) **Liquidated Damages**

HLL shall recover the liquidated damages from the contractor at the rate of 1% of the total contract price per week of delay, or part thereof, subject to a maximum of 10% (ten percent) of the total contract price.

**7.0 EXTENSION OF TIME**

7.1 To adhere to the above mentioned time schedule the contractor shall provide on demand necessary documents, information and certificates / undertakings to HLL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor shall be considered for grant of extension of time. If the Contractor requires extension of time, they shall intimate in writing to HLL within 10 days of the occurrence of such hindrance / delay.

7.2 HLL after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HLL. Any extension of time granted as stated above shall neither entitle the Contractor to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

**8.0 ABANDONMENT OF WORK**

8.1 That if the contractor abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HLL shall forfeit / encash the Performance Guarantee. HLL shall be at liberty to make full use of all or any of the drawings and material supplied by the Contractor. The Contractor shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HLL including the recovery of liquidated damages.

8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

**9.0 GUARANTEE**

(i) The contractor shall agree to redesign and rectify, or replace, at his cost any portion of his engineering / design/ works executed and materials used, which are found defective within two years from the date of handing over of the completed works to HLL. HLL shall grant right of access to the contractor, of this portion of the work claimed to be defective for inspection and rectification.

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

**10. DETERMINATION AND RESCISSION OF AGREEMENT**

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

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

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

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

a) To rescind the agreement.

b) To engage another Contractor to carry out the balance work debiting the Contractor the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

**11. GENERAL**

I) The Contractor shall be fully responsible for the technical soundness of their personnel, including those of specialists engaged, if any by them, and also ensure that the work is carried out in accordance with approved drawings and specifications.

ii) HLL will have the work of Contractor and / or his sub-contractor supervised / inspected at any time by any officer, check estimates and designs.

iii) The appointment of HLL’s own supervisory staff, if any, does not absolve the Contractor of his responsibility of general supervision. The Contractor shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy their requirements.

iv) The Contractor hereby agrees that the charges to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.

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

vi) The contractor hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL is not being performed by the contractor with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the contractor.

**12. ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or relating to the contractor services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by HLL and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Contractor.

1. Various parts of the contract agreement shall be operated upon as follows:-

1) All the preliminary drawings, working drawings and other related details be monitored and approved by Head (P&CD) or any person authorized by him as designated in-charge of the work.

2) The contract agreement shall be signed by the concerned Head (P& CD) on behalf of HLL or any person authorized by him as designated in-charge of the work, and he shall also coordinate other remaining activities of the agreement.

**In witness whereof the parties hereto have set their hands and seals the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ Two Thousand Twelve above written.**

**Signature**

**Name & Designation of the Authorized Signatory**

**Seal of the company**

**……………………….END ……………………..**