

**HLL LIFECARE LIMITED,
PLOT NO. 1 & 2, RUBBER PARK
IRAPURAM
VALAYANCHIRANGARA P.O
PERUMBAVOOR. PHONE 0484-2597200
ERNAKULAM – 683 556,
KERALA, INDIA.**

**TENDER DOCUMENT
(TECHNICAL BID & PRICE BID)
FOR**

**DESIGN, SUPPLY, FABRICATION, INSTALLATION, TESTING,
COMMISSIONING AND OPERATION OF EFFLUENT
PRELIMINARY TREATMENT SYSTEM**

AT

HLL LIFECARE LIMITED, IRAPURAM, COCHIN

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Plot No. 1 & 2, Rubber Park,
Irapuram, Valayanchirangara P.O
Perumbavoor, Ernakulam – 683 556, Kerala, India
Phn: 0484 - 2597200

INVITATION FOR BIDS (IFB)

IFB No : **HLL/IFC/PUR/EPTRS/2015**
Date : **29/07/2015**

HLL Lifecare Limited (HLL), a Government of India Enterprise invites sealed and super scribed bids from competent and experienced Consultants/Contractors who are capable to do the following work meeting the requirements as per our tender.

Sl. No	Brief Description Of Item/Work	EMD in Rs
1	Design, Supply, Fabrication, Installation, Testing, Commissioning and Operation of Effluent Preliminary Treatment system. (Two bid system)	20,000/-

1. A complete set of bidding documents may be downloaded from our website www.lifecarehll.com by interested eligible bidder.
2. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The scheduled date for issue, receipt and opening of bids is as follows.
 - a) Date of issue of tender document - 29/07/15
 - b) Last date and time for receipt of bids - 12/08/15 up to 15.00 Hrs
 - c) Date and time of opening of Technical Bid - 12/08/15, 15.30 Hrs.
 - d) Address for communication, receipt and place of opening of bids:

The Unit Chief
HLL Lifecare Ltd.,
Irapuram Factory, Plot 1 & 2, Rubber Park, Irapuram,
Valayanchirangara P.O, Ernakulam District- 683556
E-mail: rejuskaria@lifecarehll.com , nevindavidm@lifecarehll.com
3. This is a TWO BID system comprising of:
 - a. Technical Bid
 - b. Price Bid
4. The Technical Bid should be accompanied by a DD from a Nationalized Bank for Rs. 20,000/- towards Earnest Money Deposit, drawn in favour of HLL Lifecare Limited payable at Ernakulam. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
5. Technical & Price Bids should be in separate sealed covers. Technical and Price Bids shall be super scribed as "Technical Bid" and "Price Bid" on the respective covers in order to clearly identify between the two Bids. These two bids should be submitted in a single sealed cover with the respective Tender No. mentioned thereon, complete in all respect, addressed to the:

The Unit Chief
HLL Lifecare Ltd.,
Irapuram Factory, Plot 1 & 2, Rubber Park, Irapuram,
Valayanchirangara P.O, Ernakulam District- 683556
E-mail: rejuskaria@lifecarehll.com , nevindavidm@lifecarehll.com

6. 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 ----- (Indicate the Closing Date).
7. It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the **TECHNICAL BIDS** will be opened and read out in public.
8. Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
9. 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 4 above.
10. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
11. The date and time of opening of Price Bid will be intimated separately. The price Bids of Tenderers who do not qualify will be returned unopened.
12. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
14. 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.
15. In addition to the invitation for bids, the bidding documents include the following schedules.

SCHEDULE - I : Conditions of Bid
SCHEDULE - II : Scope of work.
SCHEDULE - III : Conditions of Contract.
SCHEDULE - IV : Format for quoting. **(PRICE BID)**

UNIT CHIEF

SCHEDULE I
CONDITIONS OF BID

1. Definitions

- a. **“Invitation For Bid”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“Purchaser/Owner”** shall mean HLL Lifecare Limited, (Irapuram) or its units thereof.
- c. **“Bidder”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- d. **“Supplier/Contractor”** shall mean the bidder whose bid has been accepted and shall also include his successors and assigns, agents and representatives.
- e. **“Contract”** means signed acceptance of the Letter of Intent, if issued, and order by the supplier.
- f. **“Site”** shall mean **HLL Lifecare Limited, Irapuram Factory, Plot No.1, Rubber Park, Irapuram, Valayanchirangara PO, Ernakulam - 683556, Kerala**

2. Bid Information and Period of Validity

2.1 The Bid must include the following information,

- a. Enquiry / IFB No.
- b. Promised Delivery Schedule for each item/work.
- c. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- d. All information requested in the specifications, dimensional drawings, technical literature describing the make offered, material etc., as specified in the bid document.
- e. EMD
- f. The Price should be quoted as per the following:
 - a. The Bidder shall indicate all prices including basic price, the relevant duties and taxes, other levies, packing & forwarding charges, charges for inland transportation and other local costs incidental to delivery of the goods to supplier’s site, etc. on the appropriate price schedule attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.
 - b. Bidder must quote for unit price and total price based on the requirement shown in the bid document.
 - c. Price should be firm without any escalation on any account until the order is completely fulfilled.
 - d. All other documents/certificate/information as specified in the bid document.

2.2 Both Technical Bid and Price Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Purchaser.

3. Format and Signing of Bid

- 3.1 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid with official seal.
- 3.2 Bids shall be made in English.
- 3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

4. Submission of Bids

Sealing and Marking of Bids

- 4.1 The Bidder shall seal the original of the bid in outer envelope.
 - 4.1.a This is a TWO BID system comprising of:
 - i. Technical Bid
 - ii. Price Bid
 - 4.1.b The Technical Bid should be accompanied by a DD from a Nationalized Bank for Rs. 20,000/- towards Earnest Money Deposit, drawn in favour of HLL Lifecare Limited payable at Ernakulam. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
 - 4.1.c Technical & Price Bids should be in separate sealed covers. Technical and Price Bids shall be super scribed as “Technical Bid” and “Price Bid” on the respective covers in order to clearly identify between the two Bids. These two bids should be submitted in a single sealed cover with the respective Tender No. mentioned thereon, complete in all respect, addressed to the following Adress,
- 4.2 The Unit Chief
HLL Lifecare Ltd.,
Irapuram Factory, Plot 1 & 2, Rubber Park, Irapuram,
Valayanchirangara P.O, Ernakulam District- 683556
E-mail: rejuskaria@lifecarehll.com , nevindavidm@lifecarehll.com

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 ----- (Indicate the Closing Date).

- 4.3 If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.
- 4.5 The bids will be received by the Purchaser in the above given address (4.2.a) not later than the date and time specified in the Invitation for Bids.

In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser 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 and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of the Unit Chief, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser 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 received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by email at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Purchaser.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in the HLL website www.lifecarehll.com in the Tenders section for all prospective Bidders, and will be binding on them.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment in to account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

7. Bid Opening by Purchaser

- 7.1 The Purchaser will open Technical bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names, the presence or absence of the requisite EMD and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Purchaser will prepare appropriate bid opening register and the same shall be signed by bidders present during the opening of the bids and Purchaser.

8. Clarification of bids

To assist in the examination, evaluation and comparison of bids, the purchaser 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.

9. Preliminary examination

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 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 calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 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 that conforms to tender requirements and all the terms and conditions of the bidding documents without deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

10. Evaluation and comparison of bids.

- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

11. Post – qualification

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.

- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 11.5 Conditional Bids shall not be entertained.

12. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

13. Notification of Award

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by post or by cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent / Work order.
- 13.2 The signed acceptance of the notification of award by the Supplier/Contractor will constitute a concluded contract.

14. Earnest Money

- 14.1 Each bid must be accompanied by E.M.D.
- 14.2 The EMD is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture
- a. The EMD shall be denominated in Indian Rupees and shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited payable at Ernakulam.
 - b. E.M.D of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders.
 - c. E.M.D of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
 - d. In the case of successful bidder, the Earnest Money will be returned after the satisfactory completion of the work and acceptance of item/work by HLL.
- 14.3 The EMD may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or
 - (b) If the Bidder fails to sign the Contract / Work order, in the case of successful Bidder.

SCHEDULE II

SCOPE OF WORK

The scope of work includes design of the system and supply of all materials, complete as per IS specifications and standards, unloading at site, shifting, assembly, installation, testing, commissioning and operation for two years as per tender. All necessary clearance shall be obtained from the concerned Authorities.

Design requirements:

HLL Lifecare Limited, Irapuram Factory is operating at Rubber Park, Irapuram. We share the common effluent treatment plant of Rubber Park through an agreement for collecting 100 KL waste water from HLL in tankers daily. We have a capacity of 140 KL for effluent collection i.e. Two underground tanks of 70 KL each of length 14.5 metre ,width 2.5 metre and depth 2 metre. Our effluent generation is 100 KL/Day and we have no direct drain. Currently the effluent from the plant is routed to first tank and from there overflow is taken to second tank. Rubber Park had been taking the effluent from the second tank due to pumping easiness and for avoiding sludge loading at their ETP. We have agreement with them for collection of waste water only. Over a period of time the sludge sedimentation at the bottom of collection tanks reduces the effective storage capacity for waste water. Hence we are looking for an effluent pre-treatment system with which:

- We can utilize the effluent storage capacity of 140KL, in full.
- The designed system shall deliver 100 KL of waste water/day with the characteristics stipulated by Rubber Park.
- The designed system shall not generate any foul smell/sound above TLV and spread to outside factory premises.
- The system shall treat the effluent containing latex stream separately i.e. 10 KL/Day maximum.
- Floor area available for installing the pre treatment system is 50 sq.metre Max. Design shall comply with it.
- The other stream contains precipitated silica which is 90 KL/day.
- The agreement for collecting the waste water with Rubber Park will be under the purview of HLL.

1. The effluent characteristics stipulated by Rubber Park for acceptance to their common ETP are:

Sl.No.	Characteristics	Unit	Limit
1	pH		4-9
2	B.O.D	mg/litre (at 27 degree Celsius for 3 days max)	1500
3	C.O.D (max)	mg/litre	2700
4	Suspended Solids	mg/litre	800-1000
5	Sulphides	mg/litre	5-8
6	Oil & Grease	mg/litre	10-12

The designed system shall split the total 100 KL effluent into:-

- A) Coagulated Latex.
 - B) Powder cake with characteristics matching with M/s. KEIL specification for direct disposal. HLL will directly deal with KEIL for agreement and for taking of solid waste/cake.
 - C) Waste water with characteristics as explained above, which is matching with Rubber Park stipulation.
2. Any part of the civil work, electrical work, installation or any other related nature which is required for the installation and commissioning of the system shall not be under the scope of HLL. Before commissioning the necessary approvals from KSPCB shall be obtained by the consultant/contractor and shall test the output and prove that the waste water meets the Rubber Park specification.
 3. For meeting the above requirements the contractor/ consultant shall visit the site, test the effluent etc. for avoiding any disputes.
 4. The system shall avoid any possibility of cleaning the tanks inside once the system is commissioned. If any cleaning of tanks required after commissioning of the system the same shall be under consultant/contractor scope. During commissioning and operation, the contractor shall not enter into any activity which invites public interest from outside.

Operational requirements of effluent pre treatment system:

1. The plant will be operated by the contractor for two years from the date of commissioning of the plant.
2. The contractor will be responsible for maintaining the required process control parameters for the operation of effluent pre treatment system and to follow operational control procedures. The contractor shall maintain relevant records.
3. The values stipulated by Rubber Park for effluent should be met by the contractor during operational period.
4. The contract for waste water collection will be maintained by HLL with Rubber Park, and solid waste disposal with KEIL.
5. The manpower engaged by the contractor shall co ordinate with Rubber Park shift wise to pump effluent water to CETP maintained by Rubber Park.
6. The chemicals required for operation shall be arranged by contractor and HLL shall pay on monthly basis for actual consumption based on records for quantity consumed and the rates offered in price bid shall remain the same.
7. All maintenance activities for the equipments, tanks, pipe fittings, valves etc shall be carried out by HLL after warranty period i.e. One year from the date of commissioning. The contractor is responsible for maintaining the operating equipments in good condition.

8. Basic amenities like toilets, bathrooms, electric power etc will be provided by HLL.
9. Solid waste and waste water disposal will be under the supervision of the contractor.
10. Collection of floating matter and other wastes from all tanks to be done.
11. Removal of waste from the drains leading to plant.
12. Cleaning of pumping area to be done.
13. Keeping the surrounding of the plant neat and tidy.
14. Any other cleaning work assigned by the officers in connection with plant.
15. Transfer of precipitated sludge, cake etc to bags provided and keeping at ear marked areas for disposal.

General Terms:

1. Operation is on a daily basis for a period of two years on all days of the year, including public holidays on which production department is working.
2. The contractor shall employ at least one manpower per shift to carry out the above works under the control of the contractor.
3. Payment will be made on a monthly/ Pro rata basis after completion of work and submission of bill duly verified by the competent authority.
4. The party shall take all safety precautions relating to the work on contract and in this respect necessary safety permit shall be obtained by the party from the safety department of the company before commencing the service/ repair work. The work should be carried out in consultation with the authorized officer assigned.
5. The work should be carried out without causing any inconvenience to the factory work and shall ensure that no damages occurred to the machinery.
6. Statutory levies such as ESI, PF, INCOME TAX, SALES TAX, WCT, SERVICE TAX etc, if applicable will be deducted from contractor's bill as per rules.
7. Grand total value i.e total cost involved in design, supply, fabrication, installation, commissioning, testing and two years operation of effluent pre treatment system will be taken for price comparison and finalizing the technically qualified L1 party.
8. Data sheets, Test certificates and Vendor Manual shall be submitted by the vendor along with supply of materials minimum 3 set hard copy with soft copy.

SCHEDULE III

CONDITIONS OF CONTRACT

1. Price

The price quoted should be inclusive of Basic Price, all applicable taxes and duties including VAT, Entry tax, Octroi & other levies, P&F charges, insurance, commissioning charges etc. The Supplier should pay entry taxes, as applicable and should be included in the offer. The offer should, inter-alia, include the breakups as per the Format for Quoting (**SCHEDULE IV in Price Bid**).

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

2. Taxes/Duties/Levies

The supplier/contractor shall be entirely responsible for all taxes including entry tax, duties, license fees, etc. incurred until successful completion of contract. All central, state, municipal taxes, duties and levies payable shall be shown by the bidder separately in the Bid. The Purchaser will issue necessary 'C' Form, if required.

3. Insurance

The supplier shall arrange insurance coverage for transit, storage and erection.

4. Delivery/Completion Period

The equipment and its accessories should be delivered and commissioned within **15 WEEKS** from the date of Letter Of Intent or Order.

Time being the essence of the Contract, the delivery, stipulated should be strictly adhered to. Delay in delivery/non delivery of the equipment will cause loss and/or damage to Purchaser. The delivery period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or order).

5. Terms Of Payment

The payment terms offered are as follows: -

60% Payment will be made after the supply, on pro rata basis.

30% Payment will be made after the Installation and acceptance of items at HLL site.

10% amount will be paid against a Performance Bank Guarantee (from a nationalized bank) valid for the guarantee period of one year from the date of successful commissioning of the system.

Tax Deduction: All statutory deductions like Income Tax or any other government-imposed liabilities shall be borne by the Supplier/Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Supplier/Contractor.

6. Guarantee Period

The Guarantee against any possible manufacturing defects shall be given for a period of 18 months from the date of supply and acceptance of the items at HLL site or 12 months from the date of installation, whichever is earlier.

7. Liquidated damages for delays

If the equipment is not supplied to the purchaser within the time stipulated in the Order, Purchaser may at their option, either (1) recover from the Supplier/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 Supplier 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 Suppliers/Contractors.

8. Inspection And Testing

Purchaser shall have the right of access to the Supplier's/Contractor's works at all reasonable times to inspect and measure the progress of execution of the Order. The Supplier/Contractor should make available all tools, instruments, apparatus, equipment, facilities, services and materials to enable the Purchaser's nominee to carryout such inspection/tests without obligations. Notwithstanding such tests/inspection conducted at the Supplier's works from time to time, goods under the Order shall not be dispatched unless they have been finally inspected by the purchaser or inspection waived and dispatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to dispatch are specifically provided for in the order, sufficient advance notice shall be given to the purchaser for the purpose, and as a consequence of such inspection, if necessary, the Supplier shall arrange re-work at his own cost. Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the Order.

9. Performance Guarantee

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within a period of 12 months from the date of successful commissioning, the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

10. Scope of Services, Supplies and Materials:

The scope will include all services, supplies etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

11. Force Majeure

- a. Neither the Supplier nor the Purchaser 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 Supplier shall advise Purchaser initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser 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 Supplier's bids are under the consideration of the Purchaser 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 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 Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

12. Assignment And Subletting

No assignment and subletting of whole or part of the order shall be permitted except with prior approval of purchase obtained in writing.

13. Correspondence

All correspondence relating to this enquiry shall be in English, to:

The Unit Chief
HLL Lifecare Ltd.,
Irapuram Factory, Plot 1 & 2, Rubber Park, Irapuram,
Valayanchirangara PO, Ernakulam District- 683556
Phn: 0484 – 2597200
E-mail: rejuskaria@lifecarehll.com , nevindavidm@lifecarehll.com

14. Indemnification Clause

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

15. Entirety of the Agreement

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

16. Settlement Of Disputes

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

NB: All pages of the bid, shall be signed by the person or persons signing the bid.

TECHNICAL BID

IFB No: HLL/IFC/PUR/EPTRS/2015

Date : 29-07-2015

PRE QUALIFICATION REQUIREMENTS

1. The consultant should have *A* class approval from Kerala State Pollution Control Board.
2. They should have installed and supplied minimum 4 similar effluent treatment projects to reputed firms and commissioning certificate to be produced.
3. Submission of detailed write up and drawing of the designed system including all civil constructions like partitions, walkways, basements etc in complete, clearly showing the existing collection tank, ground level etc. If any special process equipment is required detailed drawing of the equipment also to be attached. (Minimum A3 paper to be used for drawings). (Annexure V)
4. The design shall be proven technology. During technical evaluation if the committee feels the system is not proven or not established, the contractor shall submit documentary evidence for proving the same.
5. The contractor shall provide certificate confirming that the machine/equipment/product/ being offered by them is environment friendly i.e. non-hazardous to environment and the system designed is under warranty from the date of commissioning for one year.
6. Power of attorney in case of an authorized representative has signed the tender.
7. The duly signed acceptance form conforming that all terms & conditions, technical specifications, site conditions and volume of the job are understood by the bidder. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity.(sheet enclosed)
8. Deviation if any, giving reasons for the deviation.
9. Even though the bidder meet the above qualifying criteria , they are subject to be disqualified if they have:

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Note: - HLL does not bind itself to accept the lowest or any tender, and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

**DOCUMENTS TO BE ATTACHED WITH SEAL & SIGN ALONG WITH
TECHNICAL BID**

SL NO.	DESCRIPTION	Page no.
1	Application for Pre-Qualification	18-19
2	Checklist	20
3	Annexure-I	21
4	Annexure-II	22
5	Annexure-III	23
6	Annexure-IV	24
7	Annexure-V	25
8	Annexure-VI	26
9	Annexure-VII	27
10	Annexure-VIII	28

APPLICATION FOR PREQUALIFICATION

Name of Work: DESIGN, SUPPLY, FABRICATION, INSTALLATION, TESTING, COMMISSIONING AND OPERATION OF EFFLUENT PRE-TREATMENT SYSTEM

A. Name of Contractor/Firm/Company :

1. Postal address :
2. Telephone No : Fax: E-mail:
3. Year of commencement of Contract/Year of establishment of Firm/Company :

B. In the case of Firm

1. Whether proprietary or partnership firm :
2. Name of managing Partner :
3. Name of other partners :

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited Company :
2. Name of Managing Director :
3. Names of other Directors :

Note: Attested copy of Company Registration deed to be enclosed.

D. Enclose 4 completion certificates from the client certified that the similar systems are installed and commissioned at their site successfully and is working satisfactorily. The Client list shall be enclosed (**Details to be furnished in Annexure I**)

E. Total number of ongoing installations or orders in hand for similar power plants (Details to be furnished in **Annexure II**)

F. Has the Contractor/Firm/ Company ever been black listed by the Govt / or the registering authority. If so, give the period and details.

G. Has the contractor/ consultant is approved by KSPCB as *A*Class (Details to be furnished in **Annexure III**)

H. Details of Organization :

1. Technical Personnel's : i) No. Of Graduate Engineers :
ii) No of Diploma Holders :
2. Non Technical Management (Details to be enclosed in **Annexure IV**)

- I. Technical Specification : in **Annexure V** (filled and enclosed)
- J. Completion Period: in **Annexure VI** (filled and enclosed)
- K. Acceptance Form in **Annexure VII**
- L. CERTIFICATE as per **Annexure VIII**
- M. PAN NO.....(Attach Copy)
- N. TAN NO.....
- O. TIN NO.....

I/ We hereby certify the details given in the application form and Annexure I to Annexure VIII, are correct to the best of my/our knowledge. I/We have no objection contacting any of our clients for reference.

Signature
Name and address of the Party

Place:

Date:

CHECK LIST FOR TECHNICAL BID

SI.No.	Item	Yes/ No	Remarks
1	Details of order for similar systems executed (Annexure I)		
2	Total number of ongoing orders in hand for similar effluent treatment system (Annexure II)		
3	Copy of 'A' Class certificate from KSPCB (Annexure III)		
4	Details of organization (Annexure IV)		
5	Have you submitted detailed write up and drawing of the system as per tender (Annexure V)		
6	Attached Delivery/Completion period (Annexure VI)		
7	Enclosed signed and sealed acceptance form (Annexure VII)		
8	Enclosed certificate signed and sealed (Annexure VIII)		
9	Is the system proposed by you proven and the system designed in eco friendly and non hazardous?		
10	Enclosed EMD as prescribed in the tender.		
11	Application of pre qualification duly filled, signed and sealed by the tenderer.		

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE – I

DETAILS OF ORDER FOR SIMILAR SYSTEMS EXECUTED				
SI No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value of works completed	Period of Completion with Dates From: To:

NOTE: A MINIMUM OF 4 NOS SIMILAR PROJETCS. (ATTACH COMMISIONING CERTIFICATES.)

SIGNATURE OF BIDDER

ANNEXURE –II

TOTAL NUMBER OF ONGOING ORDERS IN HAND FOR SIMILAR EFFLUENT TREATMENT SYSTEM			
Sl.No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity, completion time etc.	Value of works

SIGNATURE OF BIDDER

ANNEXURE III

(ENCLOSE COPY OF *A* CLASS CERTIFICATE FROM KSPCB)

ANNEXURE – IV
DETAILS OF ORGANIZATION

Sl.No.	Name & Contact Details	Qualification	Total Experience in Years
1.	ENGINEERING PERSONNEL		
2.			
3.			
1.	MANAGEMENT NON-TECHNICAL)		
2.			

Attach an organization chart. Also mention the no. of Engineering/Technical personnel you will engage for the satisfactory completion of the tendered work.

SIGNATURE OF BIDDER

ANNEXURE – V

(ENCLOSE DETAILED TECHNICAL SPECIFICATION OF PRE TREATMENT PLANT OFFERED AGAINST THIS TENDER INCLUDING THE WRITE UP OF PROCESS, DRAWING IN COMPLETE AS PER PRE QUALIFICATION REQUIREMENTS, THEIR UTILITY REQUIREMENTS, DETAILED CATALOGUES, WARRANTY PERIOD ETC. COMPLETE)

NOTE: THE BIDDER SHOULD ALSO INDICATE DEVIATIONS, IF ANY FROM THE TENDER SPECIFICATIONS

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE – VI

DELIVERY TIME/ COMPLETION PERIOD

We hereby confirm that we will complete the design, supply, fabrication, installation, testing, commissioning of the work as per tender within__ weeks.

SIGNATURE OF THE BIDDER WITH SEAL

Note: The vendor should have the capacity to install and deliver and commission the plant against the tender

ANNEXURE VII

ACCEPTANCE FORM

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

From

To

**THE UNIT CHIEF
HLL LIFECARE LIMITED
PLOT 1 & 2, RUBBER PARK, IRAPURAM, VALAYANCHIRANGARA PO,
ERNAKULAM – 683556
KERALA, INDIA**

Dear Sir,

I/ We hereby offer to design/ fabricate/ supply/ install/ commission 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 for **90 DAYS** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and condition mentioned in the invitation for bid and Conditions of contract furnished by you and have thoroughly examined the design and operational requirements 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. Our firm is empanelled as A Class by KSPCB.

The following pages have been added to and form part of this bid.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE VIII

CERTIFICATE

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

I/ We hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect. I/ we understand that the contract will be liable to be terminated and action could be taken against me/ us by the Company for damages

SIGNATURE(S) OF BIDDER WITH SEAL

PRICE BID

IFB No: HLL/IFC/PUR/EPTRS/2015

Date : 29-07-2015

**DOCUMENTS TO BE ATTACHED WITH SEAL & SIGN ALONG WITH
PRICE BID**

SL NO.	DESCRIPTION	Page no.
1	SCHEDULE IV (FORMAT FOR QUOTING)	30-31

SCHEDULE IV

FORMAT FOR QUOTING

SL. NO.	Item Description	Price ex works	Packing & Forwarding	Other charges if any	Duties & Levies	Freight charges etc.	Unit Price F.O.R HLL site Irapuram (inclusive of all taxes & levies)	Erecting and commissioning charges	Total Price (in Rs.)
1	DESIGN,SUPPLY , FABRICATION, INSTALLATION, COMMISSIONING, TESTING AND OPERATION OF EFFLUENT PRELIMINARY TREATMENT SYSTEM AND ITS ACCESSORIES AS PER TENDER AT HLL IRAPURAM FACTORY, PERUMBAVOOR.								
2	Any other related items, if Any.,								
TOTAL (A)									

Cont...

SL. NO.	Item Description	Monthly Operating Expenses				Remarks
		Qty	Basic Rate	Taxes & Duties	Total / Month	
3	Operational expenses/ Monthly (valid for 2 years)					
a)	Labour/Monthly					
b)	Chemicals Used for Pre Treatment Process					
i						
ii						
iii						
iv						
v						
vi						
c)	Any other expenses, if Any.,					
TOTAL OPERATING COST PER MONTH						
TOTAL Operating expenses for 2 Years (B)						
Grand Total (A)+(B)						
Rupees (in Words)						

NOTE

1)	The Bidder may refer the specifications, Terms & Conditions before filling this format. The Bidder should indicate the calculations/assumptions/split ups to arrive at the final price in a separate sheet and attach the same to this Schedule.
2)	Any civil masonry works such as foundation works, wall cutting, plastering, finishing (if required) is in the scope of contractor. Necessary number of rows may be added to include all the items. Columns are fixed.
3)	The bidder shall visit and inspect the site before quoting for the work and slurry samples also may be tested for arriving at apt design and estimation of treating chemicals quantity, quality and characteristics.
4)	Grand Total value will be taken for price comparison in finalizing the technically qualified L1 party.
	SIGNATURE OF BIDDER

NB: All pages of the bid, shall be signed with official seal by the person or persons signing the bid.