

TENDER DOCUMENT

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF
SPLIT AIR-CONDITIONING SYSTEMS**

**FOR
DIAGNOSTIC & POLYCLINIC FACILITY**

AT

**TRIDA COMPLEX,
NEAR MEDICAL COLLEGE HOSPITAL,
THIRUVANANTHAPURAM**

JANUARY 2016

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Internal Projects,
Central Engineering Division,
Peroorkada. P.O, Thiruvananthapuram – 695005,
Kerala, India
Phn: 0471 – 2437270, 2433374

INVITATION FOR BIDS (IFB)

IFB No : **HLL/CED-IP/DF&PC/AC/2016**
Date : **29-01-2016**

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up a Diagnostic Facility and Polyclinic at TRIDA Complex, Near Medical College Hospital, Thiruvananthapuram. For the said project, sealed and super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting the requirements as per our tender.

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
1	Supply, Installation, Testing and Commissioning Of Split Air-conditioning systems for the Diagnostic and Polyclinic Facility at TRIDA Complex, Near Medical College Hospital, Thiruvananthapuram	As per Schedule III	Rs 25,000/-

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 - 29-01-2016 onwards
- b) Last date and time for receipt of bids - 09-02-2016 up to 15.00 Hrs.
- c) Date and time of opening of bids - 09-02-2016, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

Senior Manager (Internal Projects),
Central Engineering Division,
HLL Lifecare Limited (A Government of India Enterprise),
PB No 2, Peroorkada, Thiruvananthapuram – 695005,
Kerala State, India
Ph: (++91 471) 2433374, 2437270 – 502, 503
E-mail: srnair@lifecarehll.com, harikrishnankp@lifecarehll.com

3. The completed and sealed bid documents should be submitted to Senior Manager (Internal Projects), in the above address along with the EMD. 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). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.

4. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 2 (d) above.
5. 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.
6. 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.
7. 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.
8. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
9. 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.
10. The Bid must include the following information;
 - a. Enquiry No.
 - b. EMD
 - c. Promised Delivery/Completion Schedule
 - d. Price Schedule in Format For Quoting (Schedule III)
 - e. All other documents/certificate/information as specified in the bid document.
11. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule II	-	Conditions of Contract
Schedule III	-	Schedule of Work
Schedule IV	-	Acceptance Form

SENIOR MANAGER (INTERNAL PROJECTS)

SCHEDULE II

CONDITIONS OF CONTRACT

1) PRICE

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

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

2) TAXES/DUTIES/LEVIES

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

3) ESCALATION

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

Rates quoted should be inclusive of all cost of materials, Tools/Equipments labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.

4) DELIVERY/COMPLETION PERIOD

The equipment and its accessories should be delivered and commissioned within **2 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: -

- a) 70% of the total value of equipment/s will be paid against Supply of equipments at site.
- b) 20% of the total value of equipment/s will be paid against Installation & Commissioning of equipments at site.

- c) Balance 10% of the value of the equipment/s will be paid against a Performance Bank Guarantee (from a nationalized bank) equal to 10% of the total contract value valid for the guarantee period of one year.

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) SECURITY DEPOSIT

- 6.1 Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalised bank drawn in favour of HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a nationalised bank, for an amount equal to 5% of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment/works by the Purchaser/Owner and will be released after acceptance of the Equipment/works by the Purchaser/Owner. In case of a delay in the works the validity of security deposit shall be extended.
- 6.2 Within 10 days of the receipt of notification of award from the Purchaser/Owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification Of Award.
- 6.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the Purchaser/Owner may make the award to the next lowest evaluated bidder or call for new bids.

7) EARNEST MONEY

- 7.1 Each bid must be accompanied by E.M.D.
- 7.2 The EMD is required to protect the Purchaser/Owner against risk of Bidder's conduct, which would warrant the security's forfeiture.
 - a. The EMD shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram payable at Thiruvananthapuram.
 - b. E.M.D. from unsuccessful bidders will be returned after the acceptance of order by the L1 party.
 - c. In the case of successful bidder, the Earnest Money will be returned after signing the contract, and submission of Security Deposit, which they will have to offer for the faithful execution of the contract.

7.3 The EMD may be forfeited:

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

8) DEFECT LIABILITY PERIOD:

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

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

9) FORCE MAJEURE

- a. Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

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

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

11) LIQUIDATED DAMAGES FOR DELAYS

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

12) SPECIAL INSTRUCTIONS

- a) The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
- b) The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- c) During the execution of work, the contractor or authorized representative should be present at site.
- d) All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
- e) The materials used shall be as per specification and of good quality.
- f) The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
- g) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship.

For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.

- h) The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- i) Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- j) The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- k) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- l) The Contractor shall have to co-operate with the agencies executing other works in the same area.
- m) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.
- n) Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactorily completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evident that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment, /any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

- o) The Quantity shown in the schedule is an approximate estimated quantity. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
- p) **Final payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

13) CORRESPONDENCE

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

Senior Manager (Internal Projects),
Central Engineering Division,
HLL Lifecare Limited (A Government of India Enterprise),
PB No 2, Peroorkada, Thiruvananthapuram – 695005,
Kerala State, India
Ph: (++91 471) 2433374,2437270 – 502, 503
E-mail: srnair@lifecarehll.com, harikrishnankp@lifecarehll.com

14) SETTLEMENT OF DISPUTES

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

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

SCHEDULE – III**FORMAT FOR QUOTING**

Sl. No	Item/Work Short Description	Quantity	Amount in Rs			
			Supply Portion		Installation & Commissioning charges	
			Rate in Rs	Amount in Rs	Rate in Rs	Amount in Rs
1	Supply, Installation, Testing and Commissioning of following capacity Split Air conditioning systems (5 star) including suitable refrigerant Copper piping (minimum 5 metres), Cordless remote control type with LCD display, Sleep & timer control, Corrosion resistant body for out door unit with suitable supports, Flexible air Controls, 1 st charge of refrigerant gas, suitable voltage stabilizer etc. complete with all accessories and fittings Recommended makes: Voltas/Hitachi/Bluestar/ LG/Carrier					
A	2 TR	16 sets				
B	1 TR	16 sets				
2	Refrigerant Copper piping (additional required, if any)	60 metres				
TOTAL AMOUNT IN RS						
APPLICABLE TAXES						
GRAND TOTAL IN RS						
(RUPEES IN WORDS)						
I hereby agree to supply/execute the item/work specified at the above quoted rate/amount.						
CONTRACTOR						

* Installation charges quoted should include core cutting, drain pipe, case capping and provision of powder coated MS stand with top cover for all split AC units complete.

SCHEDULE IV

ACCEPTANCE FORM

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

From

To

Senior Manager (Internal Projects),
Central Engineering Division,
HLL Lifecare Limited
(A Government of India Enterprise),
PB No 2, Peroorkada,
Thiruvananthapuram – 695005,
Kerala State, India
Ph: (++91 471) 2433374,2437270 – 502, 503

Dear Sir,

I / We, hereby offer to supply/construct/erect/install/commission the work as detailed in schedule/drawings hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till 90 days after the date of bid opening prescribed by the purchaser/Owner. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document/drawings hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER