

TENDER

FOR

***CIVIL & ELECTRICAL WORKS IN THE NEW
CONDOM MANUFACTURING FACILITY AT
RUBBER PARK, IRAPURAM, KOCHI***

**PART-III
PRICE BID**

**TENDER NO. HLL/ID/13/59
JULY 2013**

**HLL LIFECARE LIMITED
INFRASTRUCTURE DEVELOPMENT DIVISION**

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1 COMMERCIAL CONDITIONS

- 1.0.1 The tendered rate shall inter alia be deemed to include for the provision of all materials, process, operation and special requirements detailed in the particular specification irrespective of whether these are mentioned in the description of equipment schedule and Bill of quantities or not. It is an express condition of the contract that the tendered rates for various items in the Bill of Quantities shall be deemed to include for the full, entire and final condition of the contractor respective items of the works in accordance with the provision of the contract.
- 1.0.2 The tendered rate shall include for all taxes, duties, etc. as applicable and shall be quoted on the works contract basis for Civil & Electrical Works in New Condom Manufacturing Facility at Irapuram, Kochi
- 1.0.3 The quoted price shall be inclusive of all taxes and duties whether payable by the contractor or to be deducted at source. This shall include those applicable among VAT, Sales Tax, Income Tax, Customs Duty, Excise Duty, Turnover Tax, Service Tax, Work Contract Tax, Octroi, Labour Welfare Cess Or any Other Taxes and Duties prevailing in respect of this contract. ANY BID STATING THAT TAXES ARE EXTRA WILL BE SUMMARILY REJECTED.
- 1.0.4 The tendered rate shall remain firm and free from variation due to rise in the cost of materials/equipment, labour or any other reasons whatsoever during the contract period and valid extension on the case may be.
- 1.0.5 The quantum of excise duty included in the tendered price, the rate at which they were assumed etc. shall be indicated in the tender.

1.1 UNIT RATES

- 1.12 Only approved work will be measured on completion and priced as per rates quoted against the respective items.

1.2 BRIEF DESCRIPTION OF PRICING

- 1.2.1. Unforeseen difficulties for which provision has not been made in the tender will in no way relieve the successful tenderer from the full execution of the work.
- 1.2.2 The price quoted shall be the final amount for this finished work.

1.3 INCOME TAX

Any payment to the contractor as per contract will be made after deducting income tax as per the rules and regulations.

1.4 SALES TAX AND EXCISE DUTY

The tenderer shall clearly indicate sales tax, Excise and other duties as applicable in his offer for carrying out this work.

1.6. SUBMISSION OF BILL

- 1.6.1. The contractor shall from time to time prepare and submit interim bills of the work executed and on completion of the contract, he shall prepare and submit the final bill. The measurements sheets in support of the interim and final bills shall be prepared by the contractor on the basis of measurements taken by him jointly with the project engineer and the said measurement sheets shall be submitted by him with the relevant bill.

1.7. EXTRA ITEMS

The contractor is bound to carry out any items of work necessary for the completion of the job even though such items may not have been included in the schedule of probable quantities or rates, such items being necessary or essential for completing the job. Variation order in respect of such additional items and their quantities will be issued in writing by the employer.

- 1.7.1 All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of work and on completion including that of the sub-contractors and special tradesman and all materials condemned by the project engineer shall be cleared and removed from the site by the contractor without any extra charge.

- 1.7.2 All measuring steel taps, scaffolding, ladders instruments and tools that may be required for taking measurements shall be supplied by the contractor.

1.8. OVER TIME WORK

If the contractor is required to work night or on holidays in order to maintain the time schedule he shall take prior approval from the Engineer-in-charge. He should also provide and maintain at his own cost sufficient lights as may be necessary to enable the work to proceed satisfactorily during the night.

- 1.8.1. The contractor shall give full facilities to all other contractors working on site. He shall also arrange his programme of work so as not hinder the progress of other trades. The decision of the Engineer-in-charge on any point of dispute between the various parties shall be final and binding.
- 1.8.2. It is specifically pointed out that the contractor shall not be entitled to any compensation whatsoever on account of delay in procurement or supply of controlled materials and the rates quoted in the contract are fixed till the completion of the contract.
- 1.8.3. The contractor shall co-operate with other agencies appointed by the owners for the work to proceed smoothly with the least possible delay and to the satisfaction of the owners, architects and the consultants.
- 1.8.4. The owners shall provide a source for power supply at one convenient point at site. The contractor shall at his own cost install a separate meter at the said source and lay additional cables from the said source also at his own cost. For the electricity consumed by the contractor he shall pay the owner the actual cost at the rate charged by the local authority for power for constructional purposes. The contractor shall also obtain the necessary permit for utilizing power for constructional purposes.

2. SPECIAL CONDITIONS

2.1. EXECUTION WORK

- 2.1.1. The whole of the work as described in the contract (including bills of materials, specification and all drawings pertaining thereto) and as advised by the Engineer-in-charge from time is to be carried out and completed in all parts to the entire satisfaction of the Employer. Any minor details of construction which are obviously and fairly intended, or which may not have been definitely referred to in this contract, but which are usual construction practice and essential to the work, shall be included in this contract.

2.2. CERTIFICATE OF COMPLETION

- 2.2.1 The contractor shall intimate to the Engineer-in-charge in writing as and when the works are completed and put into beneficial use in order to enable the consultants to check certify to the owners to take over the plants.
- 2.2.2 The work shall not be considered as completed and put into beneficial use until the consultants have certified in writing that the same has been completed and put into beneficial use.
- 2.2.3 The defects liability period shall commence from date of such completion or any specific date mentioned therein.

BILL OF QUANTITIES