#### HLL LIFECARE LIMITED (A GOVERNMENT OF INDIA UNDER TAKING)

#### DESIGN, SUPPLY AND ERECTION OF PRE-ENGINEERED BUILDING FOR STORAGE OF PHARMACEUTICAL PRODUCTS, AT HLL LIFECARE LIMITED, AKKULAM FACTORY, THIRUVANANTHAPURAM

#### TENDER DOCUMENT (TECHNICAL & PRICE BID)

#### HLL LIFECARE LIMITED, (A Government of India Enterprise) AKKULAM FACTORY, SREEKARIYAM P.O, THIRUVANANTHAPURAM-695017, KERALA, INDIA. Ph-0471-2442641 Fax:-0471-2441383 www.lifecarehll.com

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#### INVITATION FOR BIDS (IFB)

### Date : 29.06.2013 IFB No. : HLL/AFT/PROJ/ 2013-14/FGSA/01

#### Sub: DESIGN, SUPPLY & ERECTION OF PRE-ENGINEERED BUILDING FOR STORAGE OF PHARMACEUTICAL PRODUCTS, AT HLL LIFECARE LIMITED AKKULAM FACTORY, THIRUVANANTHAPURAM

1. HLL Lifecare Limited, a Government of India undertaking, invites sealed and superscribed tenders from interested contractors having minimum five years experience in the relevant field.

| Name of work   | Period of completion | EMD<br>(Rs.Ps) |
|--|----------------------|----------------|
| DESIGN, SUPPLY & ERECTION OF LIGHT<br>GAUGE STEEL BUILDING FOR STORAGE OF<br>PHARMACEUTICAL PRODUCTS, AT<br>AKKULAM FACTORY,<br>THIRUVANANTHAPURAM | 120 days             | 50,000.00      |

#### 2. Eligibility criteria

- i The tenderers should be registered company, proprietor/partnership/private limited/ corporate/ public sector.etc.
- ii Tenderers should have executed satisfactorily, atleast one job of similar kind and each contract valuing no less than Rs.30 Lakhs, at anytime during the last 3 years (Copy of work orders & respective completion certificates shall be submitted along with the Tender).
- iii Tenderers should be registered with Income tax/sales tax & service tax departments. Copies of certificates should be attached.
- iv Tenderers should be authorized by any pre-engineering cold-rolled sections manufacturing company to execute the supply and erection. Authorization certificates and supporting documents for the same to be attached in bids.
- v It may please be noted that tenderers must compulsorily visit the site and study the requirements before design. Format for applying for site visit is as per attached annexure - VII. Only Tenderers who visit the site through prescribed procedure before submission of bids, shall be qualified during evaluation of technical bids.
- 3. A complete set of bid documents can be had from the office of the JGM (Materials), HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram 695 017, Kerala, India Ph-0471-2552650 during office hours on any working day on submission of written application along with the documental evidence of the above mentioned eligibility criteria and remitting a non-refundable fee of Rs.1000 /- (excluding taxes) by cash or in the form of DD drawn from a scheduled bank in favour of HLL Lifecare limited, Akkulam, Trivandrum. Those who want the tender documents by post shall pay an additional amount of Rs. 300/-.

The bid documents will be available up to 15.00 Hrs. on the previous day of the opening of the bids.

- a) Date of issue of bid document -
  - From 29/06/2013
- b) Last date and time for receipt of bids 31/07/2013 up to 15.00 Hrs.
- c) Date and time of opening of technical bids 01/08/2013, 14.00 Hrs.
- d) Address for communication, receipt and Place of opening of bids:

HLL LIFE CARE LIMITED, AKKULAM, SREEKARIYAM.P.O, THIRUVANANTHAPURAM - 695 017 , KERALA, INDIA Ph. 2552650, Fax: (0471) 2441383

- 4. The completed bid documents, schedules and all annexures should be submitted to JGM (Materials), in the above address along with sealed bids and the EMD in a separate cover. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
- 5. Technical Bids will be opened during the specified date and time, at the office of HLL at the address given in Clause '3' above. Subsequently, all bidders who qualify the minimum eligibility criteria mentioned above shall be informed and invited for a technical conference/presentation of all technical aspects including and not limiting to design considerations.etc at HLL Lifecare Limited, Akkulam Factory, Trivandrum, at a specified date that shall be communicated to the bidders who qualify as per the criteria mentioned in clause '3' above, on which basis the bids shall be evaluated by a technical committee formulated by HLL Lifecare Limited.
- 6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 7. HLL Lifecare Limited may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other clause in the tender without specifying any reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such amendments would only be uploaded in HLL Lifecare Limited's Officia website www.lifecarehll.com. 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. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason there of.
- 8. Any clarifications required by the bidders before bidding may be written to the following e-mail address- <u>mukundr@lifecarehll.com.</u>

JGM (Materials)

#### SUMMARY OF NOTICE INVITING TENDER

1. E.M.D : DD for an amount of Rs.50,000/- to be drawn in favor of M/s HLL Lifecare Limited and payable at Thiruvananthapuram. EMD of unsuccessful tenderers shall be refunded soon after Finalization of tender or two months from date of opening of tender Whichever is earlier. EMD will not bear any interest. EMD will be Forfeited by HLL in case, after submitting the tender, the tenderer Withdraws his offer or fails to supply the materials after receipt of Purchase orders.

2. Period of completion of works : 120 days from the date of receipt of work order

3. Security Deposit : 5% of the contract value/irrevocable performance bank guarantee for the equivalent amount which will be released upon satisfactory completion of total woks

4. Retention Money : 2.5 % of the value of work done from each running bill which will be released after defect liability period

5. Date of Commencement of works: Within 20 days on receipt of work order.

6. Period of final measurement and valuation : 14 days from the satisfactory completion of entire work

7. Penalty : 0.25% of the total contract value per week up to a maximum of 5.0%

#### 8. Payment Terms:

#### Supply order -

- i) On delivery: 70% of the value of supply shall be paid on receipt of goods and upon submission of documents specified in clause under delivery and
- ii) 20% against installation and commissioning certificate issued by HLL Lifecare Limted
- iii) The balance 10% of the value of supply of goods shall be against a performance guarantee equal to 10% of total supply order value valid for the period of guarantee/warranty from any scheduled bank.

Pro-rata payment can also be effected based on certificate of actual joint measurement conducted by HLL and contractor.

#### Installation work order -

i.) 100% of amount after successful supply, installation, testing, validation and commissioning.

Pro-rata payment can also be effected based on actual joint measurement conducted by HLL & contractor.

9. Defects Liability Period : Twelve months

10. Warranty/guarantee for equipments (if any): As per Manufacturer"s norm

#### **NOTICE INVITING TENDER**

#### Sub: - DESIGN, SUPPLY & ERECTION OF PRE-ENGINEERED BUILDING FOR STORAGE OF PHARMACEUTICAL PRODUCTS, AT HLL LIFECARE LIMITED, **AKKULAM FACTORY, THIRUVANANTHAPURAM**

Sealed Two Part (Technical and Price bid) tenders are invited on behalf of M/s HLL Lifecare Ltd Akkulam Trivandrum from eligible contractors who had successfully completed similar turnkey projects of value not less than rupees Thirty lakhs from single contract during the past three financial years.

The blank tender forms together with conditions of contract, bill of quantities and drawings for the subject work will be issued at Materials department, HLL Lifecare Limited, Akkulam Factory, Trivandrum from 30.06.2013 on all working days between 9am to 5pm to eligible contractors

Note - Technical and Price bid documents including EMD and other specified documents are to be segregated and labeled and placed in same sealed envelope.

#### 1.0 Validity of Tender.

- 1.1 The rates quoted by the bidder shall hold good minimum for three months and if accepted the rates shall hold good till the completion of the work.
- 1.2 The rates quoted shall be submitted in duplicate.
- 1.3 If there is any difference between the two copies, the lower rate will be taken into consideration.
- 1.4 Each page of the tender document shall be signed by the bidder and corrections if any shall be Counter signed.
- 1.5 The rates quoted shall be inclusive of all taxes, duties, insurance, handling, supervision and establishment charges. The rates shall further include PF, ESI and comprehensive insurance coverage for all workmen etc.

#### 2.0 Tender Forms.

- 2.1 No corrections or alterations in the form shall be made nor any condition stipulated therein.
- 2.2 Tender forms will be issued upto 15.00 Hrs on 31.07.2013
- 2.3 When drawings are issued along with the tender documents they shall be returned along with the tender duly signed.
- 2.4 Sealed tenders (Technical bid and Price bid separately sealed) duly completed in all respects shall be submitted to JGM (Materials), HLL Lifecare Limted, Akkulam Factory, Trivandrum

on or before 3pm on 31.07.2013. No consideration will be given to tenders received after stipulated time.

#### **3.0 Tender Covers.**

Tenders with technical bid and Price bid separately sealed shall be submitted in a sealed cover super scribed "Design, Supply and Commissioning of Pre-Engineered building for storage of Pharmaceutical products at HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram".

#### 4.0 Opening of Tenders.

The tenders will be opened in the office of JGM (Materials), HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram at 3.30 pm on 01.08.2013 or any other convenient day there after decided by the clients

#### 5.0 Acceptance of Tender.

- 5.1 The final acceptance of the tender rests with the clients who reserve the right to accept or reject any tender without assigning any reasons.
- 5.2 The contractor whose tender is accepted shall be informed in writing by the clients.

#### 6.0 Agreement & security deposit.

The bidder whose tender is accepted shall execute within three days from the date of issue of the intimation, an agreement in the prescribed form on a stamp paper in accordance with the draft articles of agreement enclosed. All expenses relating to the agreement shall be borne by the bidder. The bidder also shall deposit the security amount/BG for the specified amount (Point No 4, summary of NIT) along with the agreement.

#### 7.0 Time Limit.

The work shall be completed in all respects within a period of 120 days from the date of issue of acceptance letter by the contractor upon receipt of work order.

#### 8.0 Statutory Approvals.

The contractor shall be responsible for obtaining all statutory approvals for the installation. All liaison work, preparation of drawings shall be part of this contract.

#### 9.0 Conditions of Contract.

The bidder shall go through all general and special conditions supplied along with the blank tender form carefully before submitting the tender. These shall form a part of the contract agreement.

#### FORM OF TENDER

From

Dear Sir,

--

Date

I/We do hereby tender for the execution of the work specified in the tender documents at the rates quoted for each item and in accordance with specifications, drawings and instructions in writing as per the annexed conditions of contract in all respect.

#### MEMORANDUM

#### General description of work - **Design, Supply & erection of Pre-engineered building** for storage of finished goods at HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram

| Earnest money deposit -  | Rs. 50,000/-                       |
|--|------------------------------------|
| Retention money to be deducted<br>from running bill(defect liability period) | - 2.5% of bill value.              |
| Time allowed for completion -  | 120 days from issue of work order. |

Should my/our tender be accepted I/We hereby agree to execute an agreement to abide by and fulfill all the terms and provisions of the conditions of contract annexed to the tender. I/We furnish the schedule for installation, experience, qualification, tools, tackles and skilled personnel duly filled.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender I/We have carefully followed the instructions, read the specifications attached the relevant BIS and that I/We have studied the contract documents, bill of quantities, drawings and locality where such work is to be done.

We distinctly agree that I/We would not claim or demand upon HLL Lifecare Limited any claim based upon or arising out of any alleged misunderstanding or misconceptions or mistakes on my/our part of the said covenants, agreements, stipulations and conditions.

If upon written information to me/us by HLL Lifecare Limited I/We fail to attend the office therein before the end of the period specified on such intimation and if upon intimation being given to me/us by the Architects/Consultants of the acceptance of the tender, I/We fail to make additional security deposit or fail to enter into the agreement as defined in the tender notice, then I/We agree to forfeiture of the earnest money.

Any notice required to be served on me/us shall be sufficiently served by me/us if delivered to me/us personally or forwarded to me/us by post or left at my/our given address.

I/We fully understand the terms and agreements of the contract to be entered into between me/us and client and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until agreement has been signed by me/us and by the proper officer authorized to enter into contract.

| Challan No./Demand Draft NoDatedDatedDatedDatedDatedDatedDatedDatedDated | t NoDatedDated |
|--|----------------|
|  | Dated          |

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| HLL/AFT/PROJ/2   | 013- | 14/TENDI  | ER/FG  | SA/ | 01  |
|--|------|-----------|--------|-----|-----|
| From   | in   | respect   | of the | he  | sum |
| of   |      |           |        |     |     |
| Rsonly) is herewith enclosed representing                                  | the  | e earnest | mon    | ney |     |
| deposit bearing no interest (amount to be specified in words and figures). |      |           |        |     |     |

| Contractor' | 's J | Add | ress |
|-------------|------|-----|------|
|-------------|------|-----|------|

Signature of the Contractor

Dated the

day of

### HLL/AFT/PROJ/2013-14/TENDER/FGSA/01 CONDITIONS OF CONTRACT

#### 1.0 Definitions.

The following notes shall have meanings as stated herein except where the context otherwise requires:

1.1 **Owner/Client/Employer** : Shall mean HLL Lifecare Ltd and shall include their assigns and /or successors

1.2 **Contractor/Bidder/supplier** : Shall mean -------and shall include his/their legal representatives, assigns or successors.

1.3 **Site** : Shall mean the site of the contract works at HLL Lifecare Ltd, Akkulam Factory, Trivandrum, Kerala including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the owner for contractor<sup>45</sup> use.

1.4 **This Contract** : Shall mean instructions, conditions of contract, commercial terms and conditions, the schedule of quantities and drawings issued during the course of work.

1.5 Written Notice : Shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.6 **Act of Insolvency** : Shall mean any act of insolvency as defined by the Presidency Towns Insolvency act or any act amending such original.

#### 2.0 Scope of Work

- 2.1 The scope of work covers design, supply, installation and commissioning of items as per requirements.
- 2.2 The contractor shall carry out and complete the said work in accordance with this contract and as directed by the Owner.
- 2.3 The contractor shall forthwith comply and duly execute any such works provided always verbal instructions, directions and explanations given to the contractor or his representative if involving a variation, be confirmed in writing by the contractor to the employer within seven days and if not dissented in writing within further seven days, such shall be deemed to be the approved instructions.

#### 3.0 Extra Work

Owner may issue any instructions verbal or in writing for extra works. The contractor shall submit a statement of such work giving quantities and rates duly supported by an analysis of such rates. The owner shall not be liable for payment for such extra work until it is approved by him. Payment for such extra work shall be made as per the terms of payment agreed to in the work order.

#### 4.0 Qualification Criteria

#### **Technical Bid -**

 Qualified bidders as per the criteria mentioned in Clause "3" of IFB (page No.3) shall be required to make a technical presentation in front of a technical evaluation committee constituted by HLL Lifecare Limited. The presentation shall include all details of technical bid submitted by the bidder including and not limiting to all design aspects, design calculations, materials used, colors, makes .etc. Only bidders cleared by the technical evaluation committee shall be qualified by the technical evaluation committee.
 Price Bid -

## 1.) Only the price bids of bidders who qualify from the technical presentation shall be opened for price bid comparison.

#### 5.0 Local Regulations & Safety

The contractor shall abide by the regulations and bye-laws of any statutory authority and it shall be contractor's responsibility to obtain any approvals as may be required. The contractor shall also exercise all care necessary to maintain personal safety in the entire site pertaining to this installation and contract.

#### 6.0 Material & Workmanship

All materials and workmanship shall conform to the relevant BIS standards and codes of practice. Any work that is not upto the acceptable standards shall be dismantled and reconstructed by the contractor to the satisfaction of the owners. Any substitution of prescribed brands/makes shall be brought well in advance after obtaining approval from owner.

#### 7.0 Supervision & Staff

- 6.1 Contractor shall deploy experienced site engineer, supervisors and skilled workmen throughout the execution of the works at site. No minors shall be employed/allowed for the work. Any directions/ instructions or notices given by the owner to site engineer/supervisors shall be deemed to have been given to the contractor. Failing to comply the same, the owner reserves the right to suspend the work and or termination of contract.
- 6.2 The contractor shall comply with all statutory provisions with regard to minimum wages. All the provisions of central PWD contractor"s labor regulations made by the Government shall also be complied with.

#### 8.0 Bill of Quantities

- 7.1 The bill of quantities are to be submitted along with the bids which shall form a part of the contract and which indicates estimated quantities. The employer shall have the right to add/ delete any item fully or partly during the course of the contract and no change in unit rates during the course of contract shall be acceptable for any variation in quantities.
- 7.2 Incase of any discrepancy between the bill of quantities, specifications and or drawings the owner shall be the deciding authorities as to which shall prevail and their decision will be final and conclusive.
- 7.3 It shall be contractor's responsibility to ascertain the actual quantities of all items and procure only requisite quantities.

#### 9.0 Measurement of work

The installation work shall be measured by the contractor's representative in presence of the employer once in every week. Such measurement shall be recorded in a measurement book, which shall be available at the site office at all times. The measurement shall be recorded in

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duplicate. The duplicate copy duly certified by responsible personnel shall be submitted along with the bills to the employer.

#### 10.0 Site Facilities

- 9.1 The owner shall make available open space near about the work spot free of cost for storage of contractor's tools and materials. It shall be contractor's responsibility to ensure the materials are maintained in safe custody and the owner shall not be responsible for any loss or damage to the same during the course of the contract.
- 9.2 The contractor shall construct their own store at the place provided by the client and the same shall be demolished and clear the debris after completion of work.
- 9.3 **Power supply -** The contractor shall arrange to install a sub meter for recording the power consumption at the project site. This recording shall be carried out in the presence of authorized representative of the owner and documents shall be duly signed by all concerned parties.

#### 11.0 Defects Liability Period

Any defects in the installation arising out of manufacturing defect, poor workmanship within the first twelve months after the handing over the installation shall be rectified/replaced by the contractor free of cost. Incase of default by the contractor the owner may employ any other agencies to make good such defects and all expenses consequent thereon or incidental thereto shall be made good and borne by the contractor.

#### 12.0 Completion Certificate

The work shall not be considered as complete until the contractor submit the validation report with satisfactory results and "AS BUILT" drawings and client have certified in writing that the contractor has completed all the work. The defect liability period shall commence from the date of such certificate.

#### 12.0 Insurance

12.1 The contractor shall be responsible for covering himself his workmen and third parties involved in the construction work by suitable insurance policies. It shall include but not be limited to the following: Erection Insurance.

Workmen Compensation Insurance. Third Party Liability. Fire Insurance.

12.2 The contractor shall indemnify the owner against all claims which may be made against the owner by any member of the public or third party in respect of the works carried out by the contractor and shall maintain at his expense a policy of insurance in the joint names of owner and the contractor against such reasons and deposit such policy with the owner during the currency of the contract. The contractor shall also indemnify the owner/consultant/architect against all claims, which may be made upon under the workmen compensation act, or any other statute in force during the currency of the contract.

#### 13.0 Security

13.1 The contractor shall be responsible for providing all security arrangements for protection of the work and materials, tools, plant, machinery and equipment and anything lying on the site during the progress of their part of work.

- 13.2 They shall be solely responsible for proper steps for protecting, securing, lighting and watching all places of work and site, which may be dangerous to any person, whomsoever.
- 13.3 The contractor must take necessary and effective measures and precaution to prevent death and injuries to his laborers or to any third party.
- 13.4 The contractor is solely responsible for the consequences arising out of deaths or injuries or robbery or any other losses of any sort caused through his carelessness or that of agents, representatives or his labors.
- 13.5 The contractor is bound to pay all compensations including workmen compensation, ESI, PF claims etc in every.

#### 14.0 Liquidated Damages

If the contractor fails to complete the work by the dates stated in the contract or within any extended time that may be allotted by owner he shall pay or allow the owner to deduct the sum named in the contract as liquidated damages for the period, during which the said work shall so remain incomplete, from the money due to the contractor.

#### 15.0 Force Majeure

- 15.1 The right of contractor to proceed with the work shall not be terminated because of any delay in completion of the works due to unforeseeable cause beyond the control of the contractor including but not be limited to acts of God, restraints of the state, fire, floods, unusually sever weather conditions and acts of owner.
- 15.2 If the contractor is wholly prevented from the performance of the contract for a period in excess of thirty consecutive days because of force majeure, the owner may terminate this contract by thirty days written notice and if the period of force majeure exceeds ninety days the contractor may terminate this contract by thirty days notice to the owner. In the event the contract is so terminated the contractor shall be paid all costs to be mutually settled between owner and the contractor. Failure to agree on any equitable adjustment shall be deemed to be a dispute.
- 15.3 If in the opinion of the consultant/architects/owner the works are delayed due to reasons beyond the control of the contractor the owner shall allow a fair and reasonable extension of time for completion of the contract works.

#### 16.0 Termination of contract

This contract shall be terminated after giving seven days notice in writing if in the opinion of owner the contractor:

- 16.1 Has abandoned the contract.
- 16.2 Has failed to commence the works in reasonable time.
- 16.3 Has failed to keep up the progress of the work as per program.
- 16.4 Has neglected or failed persistently in his performance.
- 16.5 Has sublet the work to the detriment of good workmanship or in defiance of owner instructions then the owner may after giving seven days notice in writing terminate the contract.

#### 17.0 Arbitration

17.1 All disputes and differences of any kind whatever arising out of or in connection with the contract or carrying out of the works shall be referred to and settled by consultant/architect who shall state their decision in writing. Such decision shall be final and without appeal. But if either the owner or the contractor be dissatisfied with the decision of the consultant/architect then either party may within twenty six days give a written notice to the other party stating the matter in dispute be arbitrated upon. Such written notice shall be referred to the arbitration and final decision of a single

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arbitrator being a fellow of institution of engineers to be agreed upon and appointed by both parties.

17.2 The arbitrator shall have power to review, revising, and certificate decision referred to in the proceeding clause and determine all maters in dispute which shall be submitted to him of which notice shall have been given as aforesaid. The award of the arbitrator shall be final and binding on both the parties.

#### 18.0 As Built Drawings

The contractor shall prepare and submit the AS BUILT drawings after completion of the work. One set of tracings along with three sets of blue prints shall be submitted. Soft copied in CAD and PDF formats should also be submitted.

#### 19.0 Deviations

Any deviation (if any) has to be informed by the bidder during bidding stage. Deviations shall be accepted only as per HLL Lifecare Limited"s discretion.

#### **COMMERCIAL TERMS & CONDITIONS**

1.0 Security Deposit : 5% of the ordered amount /BG shall be deposited along with agreement
2.0 Retention Money. : To be deducted from the bills at the rate of 2.5% which will be released after the defect liability period of 1 year.

| 3.0 Earnest money Deposit | : | Rs. 50,000/  |
|---------------------------|---|--|
| 4.0 Validity of Tender.   | : | Till the completion of the project.  |
| 5.0 Date of Commencement. | : | Date of issue of work order.   |
| 6.0 Completion period.    | : | 120 days from date of issue of work order.   |
| 7.0 Liquidated Damages.   | : | At the rate of 0.25% per week"s delay beyond the agreed completion period subject to a maximum of 5% of the total value of work. |

#### 8.0 Payment Terms:

#### i) Supply order -

- i) On delivery: 70% of the value of supply shall be paid on receipt of goods and upon submission of documents specified in clause under delivery and
- ii) 20% against installation and commissioning certificate issued by HLL Lifecare Limted
- iv) The balance 10% of the value of supply of goods shall be against a performance guarantee equal to 10% of total contract price valid for the period of guarantee/warranty from any scheduled bank.

Pro-rata payment can also be effected based on certificate of actual joint measurement conducted by HLL and contractor.

#### Installation work order -

ii.) 100% of amount after successful supply, installation, testing, validation and commissioning.

Pro-rata payment can also be effected based on actual joint measurement conducted by HLL & contractor.

| 9.0 Penalty                                      | : As per Point No.9 of Summary of NIT       |
|--|---|
| 10.0 Defect liability period .                   | : 12 months from the date of commissioning. |
| 11.0 Minimum Value of Bill for certification.    | : Rs. 100,000/-                             |
| 12.0 Period for Honoring<br>Interim Certificate. | : Two Weeks.                                |
| 13.0 Period for Honoring<br>Final Certificate.   | : One Month from date of handing over.      |

#### DRAFT AGREEMENT

| ARTICLES<br>of | OF | AGREEMENT          | made | the |         |      |        | day |
|----------------|----|--------------------|------|-----|---------|------|--------|-----|
|                |    | betw               | een  |     |         |      |        |     |
|                |    |                    |      |     |         |      |        |     |
| employer/      |    |                    |      |     | (nereni | anei | calleu | uie |
| owner)         |    | of                 |      | the | one     |      | p      | art |
|                |    | the contractor) of |      |     |         |      |        |     |

Whereas the employer is desirous of Installation of...... and has caused all specifications, drawings, bill of quantities describing the work to be done prepared by

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the said estimated contract amount of Rupees.....

To be paid in the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and/or the bill of quantities.

The employer will pay the contractor the said contract amount or such other sum as shall become payable hereunder at the times and in the manner herein after specified in the said conditions.

The said conditions, drawings, specifications and bill of quantities with agreed rates thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their part respectively in such conditions contained.

AS WITNESS WE SET OUR HANDS THIS DAY OF

. . . . . .

Signed by the said employer In the presence of

Address

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Occupation.

Signed by the said contractor In the presence of

Address

Occupation.

#### **SPECIFICATIONS FOR TECHNICAL BID I** -

#### **GENERAL SPECIFICATIONS**

#### **1. ENVIRONMENTAL CONDITIONS AT SITE**

| i.   | Temperature                      | :          | Maximum 38 Deg.C.<br>Minimum 18 Deg.C.      |  |  |  |  |
|------|----------------------------------|------------|---|--|--|--|--|
| ii.  | Humidity                         | :          | Around 97% at Max temperature.              |  |  |  |  |
| iii. | Rainfall                         | :          | Average of approximately 2000 mm per annum. |  |  |  |  |
| iv.  | Altitude                         | :          | Less than 500 meters from MSL.              |  |  |  |  |
| v.   | Height of project site from grou | and level: | 20 metres (Fourth Floor)                    |  |  |  |  |
| vi.  | Wind speed                       | :          | More than 35 km/hr                          |  |  |  |  |
| 2.   | 2. ELECTRICAL SUPPLY PARTICULARS |            |   |  |  |  |  |
|      | Nominal voltage                  | :          | 415 Volts.                                  |  |  |  |  |

| ii. Frequency        | : | 50 Hertz.            |
|----------------------|---|----------------------|
| iii. Number of wires | : | 3 phase and Neutral. |
| iv. Neutral earthing | : | Solidly earthed.     |

:

#### **3. STANDARDS**

The installation and components thereon shall conform to the requirements of following specifications:-

i. NBC

National Building Code (if applicable)

#### 4. DRAWINGS & DOCUMENTS

Contractor shall prepare all working drawings for the execution and submission to statutory bodies if necessary.

#### **5. TESTING**

i. All equipment/major construction material included in contractor's scope of supply shall be tested at manufacturer's works before delivery and necessary test certificates shall be submitted. A delegation from owner's end shall visit the manufacturer's facility for Factory Acceptance Test (FAT).

ii. Any rectification if found required may be carried out without any additional cost.

#### 6. HANDING / TAKING OVER

The installation shall deem to have completed and taken over by the client when:-

- i Entire installation is physically tested in the presence of client / consultant and results will be evaere to be satisfactory.
- ii Contractor submits set of "AS BUILT" drawings covering layouts and wiring diagram for the scope of work covered.
- iii Contractor carries out all performance test / validation with satisfactory results and submits all reports and completion certificates.
- iv The defect liability period will start once contractor has completed all formalities as per clause 7
- v The installation and accessories shall be guaranteed for satisfactory operation for a period 12 months from the date of handing over as per clause 9. Any defects noticed during this period shall be rectified free of cost.

#### 7. SAFETY MEASURES

- i. All hand tools shall have insulated handle. Welding machine shall have proper terminal box for cable termination and earthing
- ii. Safety belt to be used when working at a height of 3mt and above from ground.
- iii. Properly designed ladders/scaffolding shall be used while working at heights.
- iv. RCCB/ELCB to be provided in the construction power distribution network.

#### **II - TECHNICAL SPECIFICATIONS**

#### Pre-Engineered Building Description

Nature of Building : Pre-engineered building

**Building Usage** : STORAGE ROOM for pharmaceutical products like blood bags, surgical sutures, Intra-Uterine Devices (IUDs), health kits., etc

Allowable Temperature range inside the Pre-engineered building: 18 to 30 degree Celsius with temperature difference of 6 - 10 degree Celsius with reference to ambient temperature

Quantity of identical Buildings : 1 NO

Size : As per plan enclosures, minimum height clear height should be 3.5m

Dimensions are mentioned in drawing enclosed.

The Building has to be commissioned on the top of the terrace of the existing DONATO block of Akkulam Factory, Trivandrum.

#### Material Speciations:

| No. | Structural Components           | Specifications  |  |
|-----|---------------------------------|---|--|
| 1   | Roof & Wall Solution<br>Members | Members should be of minimum 0.75mm BMT (Base<br>Metal Thickness) zinc aluminum alloy. Design<br>standards and other aspects shall be of contractors<br>discretion subject to qualification during technical<br>evaluation.   |  |
| 2   | Roof cladding panels            | Must be of Zinc Aluminum alloy steel. Design<br>standards and other aspects shall be of contractors<br>discretion subject to qualification during technical<br>evaluation.  |  |
| 3   | Roof/Wall Members<br>fasteners  | Design aspects shall be of contractors discretion subject to qualification during technical evaluation.   |  |
| 4   | Building accessories            | Design aspects shall be of contractor"s discretion subject to qualification during technical evaluation.  |  |
| 5   | Insulation for Roof and<br>Wall | Rock Wool/ Fiberglass Wool insulation having<br>lensity 24 kg/ Cu.mtr or Equivalent. Deviations to be<br>bove materials, if any, would be accepted only with the<br>concurrence of technical committee constituted by HLL<br>Lifecare Limited.  |  |
| 6   | Gutters & Downtake pipes        | Galvalume sheet / Color coated plain gutter profiled<br>Sheets. Roll Formed/ Press break down pipe and<br>bender manufactured from Galvalume sheet / Color<br>coated Steel. Minimum thickness - 0.47 mm TCT.<br>Deviations to be above materials, if any, would be<br>accepted only with the concurrence of technical<br>committee constituted by HLL Lifecare Limited. |  |
| 7   | Internal walls                  | Minimum 15 mm Higher density core with glass fiber<br>Gypsum plaster board and other additives. Deviations<br>to be above materials, if any, would be accepted only<br>with the concurrence of technical committee<br>constituted by HLL Lifecare Limited.  |  |
| 8   | Ceiling                         | 12.5mm Gypsum plaster board with water repellent<br>additives in the core and paper liners. Deviations to be<br>above materials, if any, would be accepted only with<br>the concurrence of technical committee constituted by<br>HLL Lifecare Limited.  |  |

| Electrical & miscellaneous<br>accessories | <ul> <li>Luminaries -<br/>Philips Claria luminaires-TBS670 2x36W TL-D EB<br/>TO/BO ,2 X 36 TLD, 240 voltage, power factor &gt;0.98<br/>which should have of features of</li> <li>Should be High strength Corrosion resistant<br/>Stainless Steel Frame</li> <li>EPDM gaskets for lifetime protection</li> <li>Should be double protection for highest hygiene and<br/>safety</li> <li>High efficiency Al Anodized reflector should used</li> <li>Toughened glass (IP 65 from front) or Clear<br/>Acrylic (IP 54 from front) as directed as engineer<br/>incharge during supply</li> <li>Smoke detectors -<br/>Photo electric type smoke detectors with 2/4 wire<br/>system with snap fixing type base unit. They are to be<br/>integrated to HLL Lifecare Limited''s Fire Detection<br/>Alarm (FDA) Panel.</li> <li>Industrial Single-Phase sockets - shall be of<br/>LEGRAND METRA Plug &amp; Socket DBs Model.</li> <li>Industrial Three-Phase sockets - shall be of<br/>LEGRAND P17 TEMPRA Plug &amp; Socket DBs<br/>model.</li> <li>Industrial Wall Mounted fans - Shall be<br/>ALMONARD Heavy-duty type of suitable capacity<br/>as per design by contractor.</li> <li>LT Cables - Should be of suitable size as per design<br/>done by contractor. LT cables shall be XLPE<br/>insulated, Copper/Aluminum core, armored cables as<br/>per design requirement. Make -<br/>HAVELLS/GLOSTER/NICRO/FINOLEX/RR</li> <li>KABEL/ APP KABEL.</li> <li>Domestic 3-pin 6/16A sockets - shall be modular<br/>type of LEGRAND/CRABTREE make.</li> <li>MCCB - Shall be LEGRAND make of suitable<br/>capacity as per design requirements.</li> <li>MCB - Shall be LEGRAND make of suitable<br/>capacity as per design requirements.</li> <li>MCB - Shall be LEGRAND EKINOXE model with IP<br/>54 protection and double door facility</li> <li>Wires - Wires used for point wiring should be of<br/>suitable size as per design requirements.</li> <li>DB - Shall be LEGRAND EKINOXE model with IP<br/>54 protection and double door facility</li> <li>Wires - Wires used for point wiring should be of<br/>suitable size as per design requirements and must be<br/>of FINOLEX/RR/V-GUARD/HAVELLS make.</li> </ul> |
|---|--|

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| <b></b> |                   | HLL/AF1/PROJ/2013-14/TENDER/FGSA/  |
|---------|-------------------|--|
| 10      | Doors and windows | <b>Casement Doors</b> - HINDALCO ETERNIA 510-<br>SERIES CASEMENT window powder coated with<br>white color (60 microns) fabricated of extrusions<br>made up of 6063 T6 alloy with outer frame (0 .808<br>kg/m linear mass density), shutter (1.287 kg/m linear<br>mass density), clip (0.369 kg/m linear mass density),<br>door bottom (1.911kg/m linear mass density), door<br>bottom clip (0.349kg/m linear mass density). These<br>doors must be fitted with 6mm thick clear annealed<br>glass of Saint Gobain make. The outer frame &<br>shutter corners are assembled with frame corner<br>mechanism, shutter corner mechanism and alignment<br>corner joint. Including the cost of hardware &<br>accessories, such as imported mortice lock, butt<br>hinges, EPDM/Neoprene gaskets, galvanized screws,<br>rawal plug, silicon and labor, transport etc., complete.<br>Accessories must be of Master / Savio /LGF makes<br>from Italy and hardware must be of reputed makes.<br><b>Casement Windows -</b> HINDALCO ETERNIA 410-<br>SERIES CASEMENT window powder coated with<br>white color (60 microns) fabricated with extrusions<br>made up of 6063 T6 alloy with outer frame (0 .703<br>kg/m linear mass density), shutter (1.024 kg/m linear<br>mass density), Inversion profile (0.630kg/m linear mass<br>density), Lip (0.313 kg/m linear mass density), clip (0.313 kg/m linear mass density), |
|         |                   | locking rod (0.137kg/m linear mass density). In this<br>fitted with 6mm thick clear annealed glass of Saint<br>Gobain make. The outer frame & shutter corners are<br>assembled with frame corner mechanism and<br>alignment corner joint. Including the cost of hardware<br>& accessories, such as imported cremone lock,<br>terminals, striker, internal mechanism, pin for internal<br>mechanism, retainer arm, butt hinges,<br>EPDM/Neoprene gaskets, galvanized screws, rawal<br>plug, silicon and labor etc., complete. Accessories<br>must be of Master / Savio/ LGF makes from Italy and<br>hardware must be of reputed makes.  |
| 11      | Civil Works       | All civil works to be carried out at the site must be<br>clearly specified during bidding process along with<br>dimensions, material specifications and other<br>necessary details   |

Note:

1. All Electrical and miscellaneous accessories and doors and windows mentioned above are mandatory. Furthermore, if the contractor wishes to add other accessories like turbo ventilator, louvers, .etc, the additions shall be accepted subject to concurrence by technical evaluation committee wherein the contractor shall justify the technical, quantitative and qualitative requirement of such items during technical presentation made by them.

- 2. All Design drawings including 3D drawings, design calculations, estimated bill of quantities and other relevant details are to be presented along with technical bids and also presented during technical evaluation.
- 3. Any deviation in the makes mentioned above, shall NOT be entertained.
- 4. All civil works to be done by HLL Lifecare Limited should be priorly mentioned in technical bid and will be discussed further in technical presentation in front of technical evaluation committee constituted by HLL.

# FORMATS & ANNEXURES

#### FORMAT FOR SUBMITTING BILL OF QUANTITIES FOR TECHNICAL BID

| S NO | ITEMS | Quantity | Unit |
|------|-------|----------|------|
| 1    |       |          |      |
| 2    |       |          |      |
| 3    |       |          |      |
| 4    |       |          |      |
| 5    |       |          |      |
| 6    |       |          |      |
| 7    |       |          |      |
| 8    |       |          |      |
| 9    |       |          |      |
| 10   |       |          |      |

#### ANNEXURE-I

### DETAILS OF MAJOR WORKS OF SIMILAR NATURE AS BID REQUIRMENT COMPLETED AS PRIME CONTRACTOR DURING THE LAST THREE YEARS

| SI. No. | Name of Client with full<br>address, telephone<br>numbers and nature of<br>work | Project<br>details | Value of works<br>completed<br>(in lakhs) | Period of<br>Completion with<br>dates<br>(in months) |
|---------|---|--------------------|---|--|
|         |   |                    |   |  |
|         |   |                    |   |  |
|         |   |                    |   |  |
|         |   |                    |   |  |
|         |   |                    |   |  |

|         | DETAILS OF MAJOR ONGOING INSTALLATIONS OF SIMILAR<br>WORKS                      |                 |                              |  |  |  |  |  |
|---------|---|-----------------|------------------------------|--|--|--|--|--|
| SI. No. | Name of Client with full<br>address, telephone<br>numbers and nature of<br>work | Project details | Value of works<br>(in lakhs) |  |  |  |  |  |
|         |   |                 |                              |  |  |  |  |  |
|         |   |                 |                              |  |  |  |  |  |
|         |   |                 |                              |  |  |  |  |  |
|         |   |                 |                              |  |  |  |  |  |
|         |   |                 |                              |  |  |  |  |  |

#### **ANNEXURE - II**

#### ANNEXURE-III

#### **DETAILS OF ORGANIZATION**

| SI.No | Name & Postal Address                  | Qualification | Total<br>experience in<br>years | Name of organization<br>served showing position<br>held and period of<br>service in each position |
|-------|--|---------------|---------------------------------|---|
| 1.    | A. ENGINEERING<br>PERSONNELS           |               |                                 |   |
| 3.    |  |               |                                 |   |
| 4     |  |               |                                 |   |
| 5.    |  |               |                                 |   |
| 6     |  |               |                                 |   |
|       | <u>B.MANAGEMENT</u><br>(NON TECHNICAL) |               |                                 |   |
| 1.    |  |               |                                 |   |
| 2     |  |               |                                 |   |

#### ANNEXURE IV

#### **BIDDER'S EQUIPMENTS**

#### LIST OF EQUIPMENTS

| SL.NO | EQUIPMENTS | NOS.AVAILABLE | NOS.PROPOSED TO<br>BE DEPLOYED IN<br>THIS PROJECT |
|-------|------------|---------------|---|
|       |            |               |   |
|       |            |               |   |
|       |            |               |   |
|       |            |               |   |

#### ANNEXURE V

#### ACCEPTANCE FORM

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

From

То

JOINT GENERAL MANAGER (MATERIALS) HLL LIFECARE LTD AKKULAM, SREEKARIYAM PO. THIRUVANANTHAPURAM - 695 017 KERALA, INDIA

Dear Sir,

I / We, hereby offer to supply/fabricate/erect/validate/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 till 90 DAYS from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

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

Yours faithfully,

#### ANNEXURE VI

#### CERTIFICATE

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

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

#### ANNEXURE VII

#### FORMAT FOR REQUISITION OF CLEARANCE FOR SITE VISIT

## **TENDER NAME -** *Design, supply & erection of pre-engineered building for storage of pharmaceutical products, at hll lifecare limited akkulam factory, thiruvananthapuram*

IFB NO - HLL/AFT/PROJ/2013-14/FGSA/01

**DATE OF TENDER -** 29.06.2013

DATE OF VISIT -

PURPOSE OF VISIT - SITE STUDY FOR PARTICIPATION IN TENDER

NAME OF ORGANIZATION -

ADDRESS FOR COMMUNICATION (REGISTERED OFFICE) -

**PHONE:** 

FAX:

E-MAIL:

#### PARTICULARS OF REPRESENTATIVES -

| S No | Name | Age | Gender | Designation |
|------|------|-----|--------|-------------|
| 1    |      | •   |        |             |
| 2    |      |     |        |             |
| 3    |      |     |        |             |
| 4    |      |     |        |             |

I/We certify that the personnel mentioned above are representatives of our organization and guarantee that the design solution offered is based on the site conditions as observed during my/our visit.

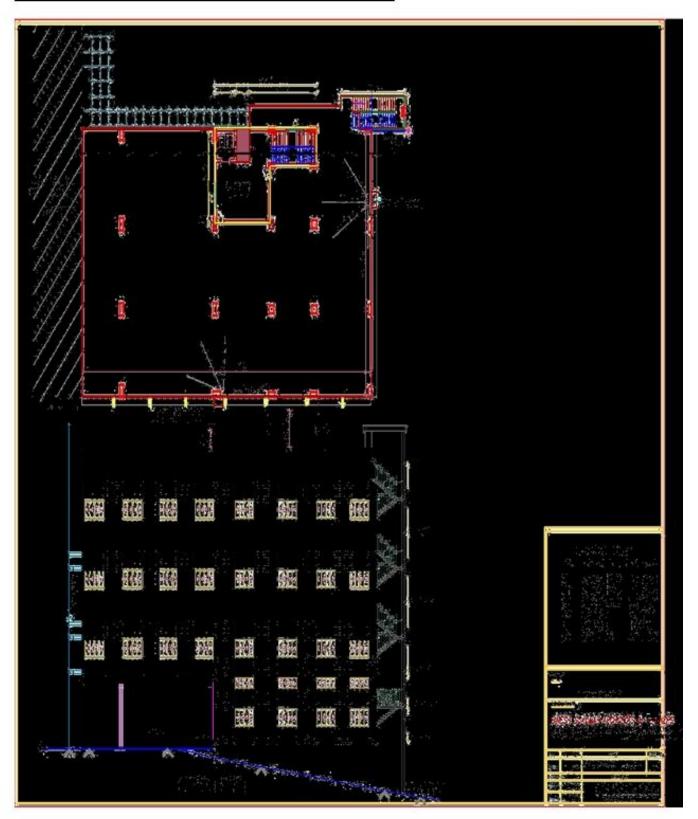
HLL/AFT/PROJ/2013-14/TENDER/FGSA/01

## DRAWINGS & PHOTOGRAPHS

HLL/AFT/PROJ/2013-14/TENDER/FGSA/01
DRAWING NO.1 - PLAN OF SITE (Terrace)



#### DRAWING NO.2 - TERRACE PLAN AND ELEVATION



#### PHOTOGRAPHS OF SITE:



View From top of machine room



View of machine room and other areas

# PART - B PRICE BID

| S<br>No | ITEMS                    | Quantity       | Unit             | Supply<br>Rate/Unit<br>(Rs.) | Supply<br>Total (Rs.) | Installation<br>Rate/Unit (Rs.) | Installation<br>Total (Rs.) |
|---------|--------------------------|----------------|------------------|------------------------------|-----------------------|---------------------------------|-----------------------------|
| 1       |                          |                |                  |                              |                       |                                 |                             |
| 2       |                          |                |                  |                              |                       |                                 |                             |
| 3       |                          |                |                  |                              |                       |                                 |                             |
| 4       |                          |                |                  |                              |                       |                                 |                             |
| 5       |                          |                |                  |                              |                       |                                 |                             |
| 6       |                          |                |                  |                              |                       |                                 |                             |
| 7       |                          |                |                  |                              |                       |                                 |                             |
| 8       |                          |                |                  |                              |                       |                                 |                             |
| 9       |                          |                |                  |                              |                       |                                 |                             |
| 10      |                          |                |                  |                              |                       |                                 |                             |
|         | Supply                   | Total Value    | e ( <b>Rs.</b> ) |                              |                       | Installation Total<br>(Rs.)     |                             |
|         | Du                       | ties (@%       | <b>()</b>        |                              |                       | Duties (@%)                     |                             |
|         | Т                        | ax (@%)        | )                |                              |                       | Tax (@%)                        |                             |
|         | Servi                    | ce tax (@      | _%)              |                              |                       | Service tax                     |                             |
|         |                          |                |                  |                              |                       | (@%)                            |                             |
|         | Fr                       | eight charge   | s                |                              |                       | Freight charges                 |                             |
|         | Othe                     | rs (if applica | ble)             |                              |                       | Others (if                      |                             |
|         |                          |                |                  |                              |                       | applicable)                     |                             |
|         | TOTAL SUPPLY VALUE (Rs.) |                |                  |                              |                       | TOTAL                           |                             |
|         |                          |                |                  |                              |                       | INSTALLATION                    |                             |
|         |                          |                |                  |                              |                       | VALUE (RS.)                     |                             |

#### FORMAT FOR SUBMITTING BILL OF QUANTITIES FOR PRICE BID

Note -

- 1. In the above format, the items refer to the items that shall constitute the bill of quantities required for the project.
- 2. Work contract tax as per KVAT rules shall be applicable.