TENDER ENQUIRY DOCUMENT

FOR CIVIL WORK

INDIAN DRUGS & PHARMACEUTICALS LIMITED (A GOVT. OF INDIA UNDERTAKING)

CIN No. U24231HR1961GOI003418

IDP/HYD/Civil/2017-18/01

INDIAN DRUGS & PHARMACEUTICAL LIMITED (A GOVT. OF INDIA UNDERTAKING)

Balanagar, Hyderabad-500 037 PHONE: 040-23079517/23078149 FAX: 040-23078094

URL: www.idplindia.in
Email: idplhydengg@yahoo.com

SECTION-1 NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: IDP/HYD/HVAC/2017-18/01

Sealed Tenders are invited by In-charge (Civil), for Civil works, from the reputed parties / eligible contractors having adequate technical and financial back ground as per the terms and conditions of this tender document. Interested parties, fulfilling eligible criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 1400 Hrs on 15.12.2017 and technical bid will be opened on the same date at 1430 Hrs. Opening of financial bid will be informed, later, only to the bidders qualifying in technical bid evaluation. Supply under this tender, covers supply, installation, inspection, testing and commissioning of AHUs with all necessary documentation.

		Estimate		Completion period of
SI. No	Short Description of Item		EMD (Rs)	contract
	Reconstruction of collapsed factory	3.21 lac		1 Month from the date of
1	compound wall at IDPL. Hyderabad		6400/-	letter of intent
	(as mentioned in Section-3).			

2.

SI No.	Description	Schedule			
i.	Venue of Opening of Techno Commercial Bid	Indian Drugs & Pharmaceuticals Limited			
		Administration Block.			
		Balanagar, Hyderabad-500 037			
ii.	Closing date & time for receipt of Tender	1400 Hrs on 15.12.2017			
iii.	Time and date of opening of Technical bids	1430 Hrs on 15.12.2017			

- **3.** Interested tenderers may obtain further information about this tender from the office of Incharge (Mechanical), I.D.P.L, Hyderabad.
- 4. Tender document may be collected, free of cost, from Administration Building, IDPL Hyderabad or may be downloaded from the web site www.idplindia.in.
- 5. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at I.D.P.L, Administration Block, Balanagar, Hyderabad-500037, Telangana on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
- 6. In the event of any of the above mentioned dates being declared as a holiday /closed day for I.D.P.L, the tenders will be sold/received/opened on the next working day at the appointed time.
- 7. The Tender Enquiry Documents are not transferable.
- 8. All Tenders must be accompanied by EMD as mentioned against each item in Para 1 above. Tenders without EMD shall be rejected.

For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)

Incharge (Civil) Administration Block, Balanagar, Hyderabad-500037, Phone: 040-23078149/23079517

Dated: 20.11.2017

SECTION-2 GENERAL INSTRUCTIONS TO TENDERERS

1. Sale of Tender Document:

- i. Tender document can be obtained from account department, Administration Block, I.D.P.L, Hyderabad at free of cost, from 10.00 hrs to 16.00 hrs on all working days between 01.12.2017 to 14.12.2017.
- ii. Tender document can also be downloaded from company's website i.e. www.idplindia.in

2. Last date of submission of bid:

- i. The tender documents can be submitted in person or through courier/ post to reach **Administration Block, I.D.P.L, Balanagar, Hyderabad-500037** up to 1400 hrs on 15.12.2017. IDPL is not responsible for any postal delay.
- ii. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

3. **Opening of bid:**

- i. Technical bid will be opened at 1430 hrs on 15.12.2017.
- ii. Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by committee members of I.D.P.L.
- iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

4. <u>Earnest Money Deposit:</u>

- i. EMD amounting Rs 6400/- (Six Thousand Four Hundred Only) in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad, must be attached with the technical bid.
- ii. Technical bid without EMD will be liable to rejection.
- iii. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest after completion of all contractual obligations by the contractor.
- iv. Earnest Money is required to protect the Company against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful tenderer's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required performance security within the specified period.

5. **Performance Security:**

- i. Successful tenderer will have to submit performance security cum warranty bond in the form of Demand Draft drawn on any scheduled bank in India or bank guaranty issued by any scheduled bank in India amounting to 5% of tender value within 15 days from the date of notification of award.
- ii. The bank guaranty shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of all contractual obligations by the contractor. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- iii. Performance security shall be returned to the party after successfully completion of work and shall bear no interest

6. Eligibility Criteria:

- i. Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should be at least 30% of the tender value.
- ii. Experience having successfully completed similar works during last 7 years, ending previous month of this tender notice shall be one of the following.
 - a. Three completed works costing each not less than the amount equal to 40% of the estimated cost.

OR

b. Two completed works costing each not less than the amount equal to 50% of the estimated cost.

OR

c. One completed work costing not less than the amount equal to 80% of the estimated cost.

<u>Similar work means</u>:- All civil works are considered as similar works for the above work in the relevant field

Note:

- a) Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
- b) The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

7. List of documents:

- i. Technical bid should consist of following documents:-
- a) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
- b) Profile of Tenderer and literature of equipment, with technical specification.
- c) EMD as mentioned in clause 4 (i) above.
- d) Letter of authorisation in favour of signatory of tender documents (specimen signature of authorized person should be attested by competent authority).
- e) Documentary evidence as necessary in terms of clauses 6(ii) above establishing that the tenderer is eligible to submit the tender (copy of work order and work completion certificate signed by customer).
- f) Audited financial statement (balance sheet and profit/loss a/c) for financial year 2013-14, 2014-15 & 2015-16 and income tax returns for same period OR Certificate issued by C.A regarding confirming turnover of the bidder for financial year 2013-14, 2014-15 & 2015-16.
- g) Copy of PAN.
- h) ESI code with proof of allotment.
- i) PF code with proof of allotment.
- j) GSTIN No with proof of registration.

ALL THESE DOCUMENTS MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID.

- ii. Price bid should consist of party's quoted rates in Section-3 of this tender document, duly signed and stamped by authorized person.
 - Price quoted shall be inclusive of all, except GST. Applicable GST is to be mentioned separately (along with HSN/SAC code).

8. Tender currencies

The tenderer shall quote only in Indian Rupees.

9. **Tender Validity**

The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial bids prescribed in the tender document. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**

10. Tenderer to be conversant with the document

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to all tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of drawings and other documents.

11. Rights

- i. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract or/and during the currency of contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.

12. Labour Laws

The contractor/firm shall, in relation to the works executed under this contract, strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof and any regulation or orders made there under affecting the works. Liabilities towards labourer i.e. PF ESI and other liability under any law shall be of the contractor/firm.

13. Terms and Mode of Payment

- i. Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges against running bill submitted by the party on monthly basis after due verification and certification by the engineer in charge.
- ii. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates prescribed in Income Tax Rules from time to time.
- iii. The contractor/firm shall send its claim for payment in writing to consignee, when contractually due, along with relevant documents etc., duly signed with date.
- iv. While claiming payment, the contractor/firm is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor/firm for claiming that payment has been fulfilled as required under the contract.
- v. The contractor/firm is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by IDPL on account of these requirements shall be recovered from contractors' bills / deposits.
- vi. Contractor/firm has to provide proper GST Invoice for the purpose of availing input credit. If he/she fails to provide proper GST Invoice, amount equal to GST charged by contractor/firm in its bill may be deducted at the time of payment.
- vii. The supplier shall not claim any interest on payments under the contract.

14. **Delays and extension of time**

If in the opinion of the Company the supplies/installation/commissioning are delayed or are expected to be delayed because of any of the following reasons, the supplies/ installation/commissioning period may be extended by such period as may be mutually agreed upon:

- i. Force majeure
- ii. Reason of any exceptionally inclement weather (if acceptable to the Company)
- iii. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, through the Contractor's own default.
- iv. By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.
- v. By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.

vi. By reason of Company instructions.

If and whenever it becomes reasonably apparent to the supplier that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause or causes of such delay. Where the cause or causes of delay refers to any agency other than the supplier, a copy of such notice shall be sent to them also.

15. **Penalty / Damages for delay**

If the supplier fails to supply, install and commission the machinery/equipment within the schedule agreed upon, or within such extensions that may be granted to him pursuant to Clause 15 above, then the Company will be at liberty to deduct from the supplier's bills, by way of penalty a sum equivalent to 0.5% of the value of the contract for each week's delay subject to a maximum of 10% of the value of the contract. The Company may without prejudice to any other method of recovery deduct the amount of such damages from moneys in its hands, due to or which may become due to the supplier from his obligation to supply, install and commission the machinery/equipment or from any other of his obligation and liabilities under the Contract.

16. Amendments to tender documents

At any time prior to the deadline for submission of tenders, the company may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) /corrigendum(s) to it. The same shall be published in the Company's websites only.

17. Discrepancies in Prices

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 19(i) and 19(ii) above.

18. **Contacting the Purchaser**

From the time of submission of tender to the time of awarding the supply/work order, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

19. **Notification of Award**

Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted.

20. **Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

21. Termination for default

- i. The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
- ii. In the event of the Purchaser terminates the contract in whole or in part, pursuant to clause 22(i) above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for such procurement.

22. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Company reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Company.

23. Force Majeure

- i. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor's/firm's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- ii. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Company in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Company in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Company is unable to fulfil its contractual commitment and responsibility, the Company will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

24. Termination for convenience

- i. The Company reserves the right to terminate the contract, in whole or in part for its (Company's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Company. The notice shall also indicate interalia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- ii. The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Company following the contract terms, conditions and prices. For the remaining goods and services, the Company may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the goods and services

25. **Sub Contracts**

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else.

26. Resolution of disputes

- i. If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

27. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

28. **General/ Miscellaneous Clauses**

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.
- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Company against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- v. The contractor will have to compensate / make good to any damages of the company property / equipment.
- vi. The Contractor/firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Company's prior written permission.
- vii. Levy of charges on Services provided to the site of contractor, will be charged as follows:

Water:

Where water is consumed on the work, water will be charged @ 1% of the total value of the work from the contractor.

Electricity:

Electricity if required will be supplied at a convenient metered point to be determined by the Incharge Engineer and energy consumption will be charged from the contractors on actual reading on par with CPDCL of TS rate from time to time.

29. Bids should be submitted in sealed envelopes as mentioned below:

i. Cover (A)

Sealed envelope consisting of all the documents mentioned in clause no. 7(i) of Section - 2. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as "COVER-A" "Tender no. IDPL/HYD/Civil/2017-18/01 dt 20.11.2017" "Technical Bid".

ii. Cover (B)

Sealed envelope of Price Bid, as mentioned in clause 7(ii) of section-2, in price schedule format of Section-3 of this tender document. Cover should be superscripted as "Tender no. IDPL/HYD/Civil/2017-18/01 dt 20.11.2017" "Price Bid".

iii. Cover (C)

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "COVER-C" "Tender no. IDPL/HYD/Civil/2017-18/01 dt 20.11.2017".

SECTION-3

Name of work:- Construction of Compound wall in eastern and southern side of Factory Boundary Wall.

S No	Qnty	Description of item of work	unit	Rate	Amount
1	6.00 Cum	Demolishing lime concrete manually/ by mechanical means and disposal of material within 50 metres lead as per direction of Engineer- in-charge.	Cum		
2	28.00 Cum	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.In cement mortar.	Cum		
3	9.00 Cum	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge :In cement mortar.	Cum		
4	24.00 Cum	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth,lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.All kinds of soil	Cum		
5	3.00 Cum	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size)	Cum		
6	12.00 Cum	Coursed rubble masonry (first sort) with hard stone in foundation &plinth within:Cement mortar 1:6 (1 cement : 6 coarse sand).	Cum		
7	36.00 Cum	Coursed rubble masonry (first or Second sort) in superstructure above plinth level and upto floor five level Masonry work ,in:Cement mortar 1:6 (1 cement : 6 coarse sand).	Cum		
8	1.50 Cum	Providing and laying in position cement concrete of specified grade excludingthe cost of centering and shuttering - All work up to plinth level :1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum		
9	100.00 Sqm	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix :CM(1:4).	Sqm		
10	27.00 Rmt	Supplying and fixing G.I .Barbed wire to angle iron posts grouted on compound wall at 3 mts interval 6 horizontal lines and 2 diagnal (Barbed wire 9.38 Kg per 100 mts minimum) fitted and fixed with G.I.Wire.	Rmt		
		Total			

I understand the terms and conditions laid down in the tender document no. IDP/HYD/Civil/2017-18/01 Price quoted are inclusive of all except GST, which is quoted separately