

HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

REG. OFF:- 'LAXMI NIKETAN', 243, G.T. ROAD (NORTH),
FIRST FLOOR, LILUAH, HOWRAH – 711 204
PH: 033 2654 3727, FAX: 033 2648-3314
E-mail : hccirollingmillscluster@gmail.com

TENDER DOCUMENT

Tender No. PUR/CFC/RM-3(A)

ISSUED TO:

NAME OF TENDER/WORK: BUILDING & CIVIL WORKS – ADMINISTRATIVE FACILITY.

- 1) **LAST DATE OF SUBMISSION OF BID(S)** : 27th Dec., 2013 upto 2.00 p.m.
- 2) **DUE DATE & TIME FOR OPENING OF BID(S)** : 27th Dec., 2013 at 3.00 p.m.

HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

Regd. Office: 'Laxmi Nketan', 243, G.T. Road (North), 1st Floor, Liliuh, Howrah – 711 204

Phone: 033-2654 3727, Fax: 033-2654 3314

E-mail : hccirollingmillscluster@gmail.com

TENDER DOCUMENT

Sub: Tender for 'Building and/or Civil Works (for Administrative Facility)

The tender document for submission of bid(s) in respect of the captioned tender has been sub-divided in four (4) parts, which are as under:-

- 1) **Annex-A:** General Terms & Conditions of tender / award of contract (6 sheets)
- 2) **Annex-B:** Special Terms & Conditions of tender / award of contract (5 sheets)
- 3) **Annex-C:** Broad Technical Specification/Scope of work for Building & Civil Works for Administrative facility (4 sheets), conforming to **attached** Drg. No. ADM/GM/HCCI/T-4
- 4) **Annex-D:** The 'Price Bid' format for Building & Civil works for 'Administrative Facility' conforming to Drg.No. ADM/GM/HCCI/T-4 (4 sheets)

The prospective bidder(s) is/are advised to carefully study all attachment of this tender document, prior to preparation/submission of their bid(s), so as to obviate any situation of non-conformity in respect of any of the prescribed 'terms & conditions' of this tender. In case the bidder(s) fail(s) to submit their bid(s) in accordance with the 'terms & conditions' stipulated in this tender document, the bid(s) of the bidder(s) would be liable for rejection on outright basis.

HCCI ROLLING MILLS CLUSTER PVT.LTD.

GENERAL TERMS & CONDITIONS FOR BUILDING AND/OR CIVIL WORKS TENDER/CONTRACT

1. **DEFINITIONS:-** The **PURCHASER** SHALL MEAN M/s. HCCI Rolling Mills Cluster (P) Ltd. The **CONTRACTOR** shall mean the person, firm or corporation in favour of whom Contract would be awarded. The term **CONTRACTOR** includes its successor(s) and/or assignee(s). The **CONTRACT** shall mean the Agreement/Order and all its attachments and exhibits. The **GOODS** and/or the '**MATERIALS**' shall mean the articles, materials, machinery, equipment, supplies, drawings and other property and all services-including design, delivery, installation, inspection/testing and commissioning specified or required for completion/execution of the contract.
2. **DATE OF SUBMISSION/OPENING OF TENDER:** The due date of submission and/or opening of tender, as reflected in 'Notice Inviting Tender' (NIT) and/or in the tender document are final and binding on the prospective bidder(s). No request for extension of due date would be entertained.
3. **VALIDITY:** The validity of technical and commercial offer must be for a minimum period of 30 days over and above the maximum delivery period of the equipments.
4. **LATE/DELAYED TENDER:** The late/delayed tender will not be entertained. The Authority would also not be responsible for any delay/loss of document in transit.
5. **TECHNICAL SPECIFICATIONS:** The technical specifications being offered by the prospective bidder/contractor should be strictly conforming to laid down specification/drawings etc. The deviation, if any, should be clearly indicated in the offer. The offer should also indicate the technical specification(s) of the material(s) offered along with the catalogue/technical literature(s)/sample(s), as may be necessary.

6. **TIME OF COMPLETION:** Two (2) months from the date of issuance of the Order.
7. **EARNEST MONEY DEPOSIT (EMD)/SECURITY DEPOSIT (SD):**
- i) **EM.D:** The EMD @ 2% of the bid value, rounded off to the nearest Rs.100/-, or the specific amount prescribed in the NIT in this regard, shall have to be deposited with tender, in the form of Pay Order/DD/Banker's cheque in favour of 'HCCI Rolling Mills Cluster Pvt. Ltd.' Payable at Howrah, failing which the tender will be liable for rejection on outright basis. The EMD of the un-successful bidders shall be refunded, as soon as the tender is finalized and acceptance of the /contract is received from the successful bidder. The EMD will not carry any interest
- ii) **SD:** In the event of placement of contract on successful bidder, the successful bidder would require to deposit an amount, equivalent to @ 10% of the value of order/contract (including EMD @ 2%) towards SD, within a period of 10 days, in the form of Pay Order/DD, failing which, the contract is liable to be cancelled, without any further reference, in this regard. However, the contractor, if so desire, may opt for deduction @8% from each running bill(s) towards creation of SD, equivalent to total 10% of the contract value. The SD would be released, after completion and inspection of work in terms of agreement/contract entered into by the purchaser. The SD will not carry any interest.
8. **ACCEPTANCE OF CONTRACT:** The contract shall be expressly conditioned on Contractor's acceptance of all the terms & conditions here of. The Contractor shall sign and return one copy of the contract duly accepted within a period of 7 days from the date of receipt of the contract, towards their un-conditional acceptance of the contract, failing which the purchaser would have the right to take further action, including forfeiture of EMD and award of contract to anyone else.
9. **DEVIATIONS:** The contract, if awarded, shall be subject to these 'General terms & Conditions' and/or any additional/special tem(s) & condition(s) referred to in the NIT/Contract, and no deviation shall be made from the requirement of the

NIT/Contract, including deviation, if any, in respect of the 'General Terms & Conditions', unless such deviation(s) is/are approved, in writing, by the Purchaser.

10. **ASSIGNMENT AND SUB-LETTING:** Except with prior permission of the Purchaser, the Contractor shall not assign this contract or any part there-of to any other vendor(s)/sub-contractor(s).
11. **BAR/PERT CHART:** The Bar/PERT Chart to be provided, as per requirement of the purchaser.
12. **CONFORMITY TO THE TECHNICAL SPECIFICATIONS:** All materials/items required for execution of contract, if placed, shall be supplied strictly in accordance with the specification(s), drawing(s), data sheet(s), other attachment(s) and condition(s) stated in the Contract. No deviation(s) from such specification(s) or alternation(s) of the stipulated condition(s) shall be made, without the purchaser's agreement, in writing, which must be obtained, prior to bringing the materials/items at site prior to commencement of work.
13. **PRICE:** The contract price and/or of the item rates for supply of items/goods etc. shall be fixed during the period of contract. Further, the price(s) offered for all materials/items must be on door delivery/F.O.R. destination basis, i.e.. **INCLUSIVE** of Sale Tax and/or Excise duty on finished goods (after taking into consideration MODVAT, if any) & Octroi, if applicable, and also inclusive of packing, forwarding and freight paid up to the point of delivery. The contractor would require to send the item(s)/material(s), duly covered by transit insurance. The cost of such transit insurance would be included with the price(s) offered by the bidder(s). Further, unless otherwise stated in the contract, if placed, all rates(s)/price(s) shall be fixed for the duration of the contract and shall not be subject to any element of escalation.
14. **PACKING AND DESPATCH:** If the contract is awarded, the contractor is to ensure that packing boxes, crating and protection for dispatch of material(s) at site shall conform to the specification(s) or requirement(s) of the Railway/Transport Authorities. The contractor shall be held responsible/liable for damage or breakage to the goods for defective or insufficient packing.

15. **CONSIGNEE:** All materials for execution of the work should be sent to the site-in-charge of contractor at the following address:-

“C/o M/s. HCCI Rolling Mills Cluster (P) Ltd.,
Gumadangi, PS: Jagatballavpur, Dist Howrah”

16. **INVOICING:** The invoice/running bill(s) shall be raised in favour of Site-in-charge of the Purchaser and, wherever applicable/necessary, the invoice/running bill(s) shall be accompanied with Challan(s), Packing list(s), E/D Gate Pass(s), copy of GR/RR etc.

17. **TERMS OF PAYMENT:** The ‘terms of payment’ shall normally be within 30 days from the date of receipt of invoice/running bill(s) should not normally be raised for less than 10% of contract value in each bill. The payment(s) to contractor(s) would be released by ‘HCCI Rolling Mills Cluster Pvt Ltd’. , based on certificate of the Engineer-in-Charge and/or as per certificate of consultant etc. in case the bidder would like to offer any other terms of payment, the bidder should clearly indicate in their bid in this regard. The bidder should also note that, in case bidder would like to obtain any mobilization advance along with contract, the bidder would require to submit Bank Guarantee (BG) for equivalent amount on any nationalized bank, in the prescribed format of the purchaser.

18. **INSPECTION:** The Purchaser, besides its right to inspect the item(s)/material(s) used for execution of contract, either through their own representative(s) or through the representative of Consultant(s) etc., would also have the right to inspect the quality of work at all stage(s) and to issue instruction(s) to the contractor(s) for corrective measure(s), as maybe required.

19. **REJECTION:** In case any part of work and/or item(s)/material(s) is/ are not found to be in conformity with laid down specification/requisite quality etc., the contractor has to arrange for prompt replacement. In case, contractor fails to replace the same, within the prescribed time frame, the purchaser would have the right to terminate the contract or the purchaser would have the right to the requisite item(s)/material(s)

and/or would have the right for execution of the un-executed portion of the contract, at the risk & cost of the contractor.

20. DELAY OR NON-DELIVERY: The completion date which would be stipulated in the order shall be deemed to be the 'essence' of the contract. In case of delay in execution of the contract, beyond the stipulated date or any extension(s) approved thereafter, the purchaser may, at its option, either (i) recover from the contractor the damages, equivalent to a sum of ½% (Half percent) of the total contract price for a week or part of week towards liquidated damage (**LD**), subject to a maximum limit of 10% of the value of order/contract or (ii) to get the un-executed portion of the contract executed from any other source on the contractor's account, i.e. at the risk & cost of the contractor or (iii) to cancel the contract, without prejudice to its right(s) under (i) and/or (ii) and to also forfeit the EMD/security deposit.

21. RIGHTS OF CANCELLATION: If the bidder/contractor fails to comply with any of the terms and conditions of the tender/contract, the tender/contract is liable to be cancelled, and, in such a situation, the EMD/SD, as the case may be, shall also be forfeited. Further, if the contract is placed and the purchaser is not satisfied with the performance of Contractor in respect of quality, quantity and/ or any other reason(s), the Purchaser would reserves the right to terminate the contract, without assigning any reasons there-of / without giving any notice, and even without prejudice to the imposition of its other right(s).

22. PERFORMANCE GUARANTEE/WARRANTY: If defects or any kind of deviation(s) from the stipulated specification(s) are noticed, either in respect of any materials being used and the quality of work undertaken, within a period of 12 months from the date completion of work, on account of faulty design/workmanship or in respect of any materials/goods supplied, the same would be notified to the contractor, who would replace the same, free of cost, within a mutually acceptable time frame. The contractor would require to submit performance guarantee, equivalent to 10% of the value of the order/contract, either in the form of cash/DD or in the form of **BG** on any nationalized bank, in the prescribed format in this regard, which would be valid

for a period of 12 months from the date of completion of work. The SD would be released, upon receipt of this performance guarantee..

23. CONFLICT AMONGST TERMS & CONDITIONS OF THE ORDER/CONTRACT:

The specific terms and conditions, stipulated in NIT/tender document, if any, shall supersede this General Terms & Conditions, wherever applicable.

24. WEIGHTS AND MEASUREMENTS:

All weights and measurements recorded by PURCHASER /or their representative at site will be treated as final.

25. ISI/OTHER SPECIFICATION/APPROVAL:

All the goods/materials etc. shall conform to latest ISI or laid down specifications, as may be applicable.

26. ABRITRATION:

The dispute, if any, arises during the execution and/or for completion of the contract, the same shall be referred to the sole arbitrator, to appointed by the Purchaser and his decision shall be final and binding on both the parties in this regard.

27. JURISDICTION:

The courts of the place from where the acceptance of tender is issued shall alone have the only jurisdiction to decide any dispute arising out of or in respect of the order/contract.

28. RIGHT(S) OF THE BUYER:

The buyer reserves the right to accept or reject any part of the tender, or all the tenders or even to split-up the order/contract between more than one bidder, without assigning any reason thereof.

HCCI ROLLING MILLS CLUSTER PVT. LTD.

SPECIAL TERMS & CONDITIONS FOR BUILDING AND/OR CIVIL WORKS TENDER/CONTRACT

PART-A : PROCEDURE FOR SUBMISSION OF TENDER

1. The sealed tenders are invited from reputed contractor for civil works and/or for building construction, as per the 'scope of work' attached in this tender document. The tenders are invited in two (2) bids system viz. '**Technical Bid**' and '**Price Bid**' in two (2) separate covers/ envelopes, super-scribing both the covers/envelopes, the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also indicating therein the due date & time of opening of the bids. Thereafter, both these covers/envelopes must be kept in a single cover/envelope, which would also be sealed & super-scribed with the broad details of work i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also indicating therein the due date & time of opening of the bids.
2. *The bid(s) must be accompanied with Earnest Money Deposit (EMD) @ 2% of the bid value(s) (rounded-off to nearest Rs. 100/-), failing which the bid(s) would be liable for rejection on outright basis. The EMD is to be paid in the form of Pay Order/Banker's cheque/Demand Draft, drawn in favour of 'HCCI Rolling Mills Cluster Pvt. Ltd.' Payable at Howrah.*
3.
 - i) The '**Technical Bid**', besides being accompanied with the prescribed amount of EMD, would contain all the technical details, including the technical specific/detailed 'scope of work', the copy(ies) of similar contract(s) executed by the prospective bidder(s), along with the copies of the 'Performance Certificate(s)' received thereof, if any, from the purchaser(s) during the last five (5) years, the technical literature, catalogue etc., as may be relevant, and would also contain all the 'commercial terms & conditions' for execution of the work proposed to be undertaken.
 - ii) The counter terms & conditions, if any, given along with the 'Technical bid', in the form of printed and/or cyclostyled paper, would not be entertained. In case the prospective bidder(s) would like to offer/counter additional terms & conditions for

acceptance and inclusion in the contract, the same should be specifically brought-out in his/their '**Technical Bid**' only, and such terms & conditions would not be deemed to have been accepted, unless specific written acceptance there-of is obtained from the purchaser.

iii) In case the prospective bidder(s) wish to differ from the purchaser's normal 'terms of payment', i.e. as prescribed in the enclosed 'General Terms & Conditions of tender/award of contract' for civil work and/or for building construction, they may offer their 'terms of payment'. However, in such a situation, the purchaser would have the liberty to decide the method of evaluation of such bid(s), in respect of which the bidder would not have any right to raise any objection.

4. i) The '**Price Bid**' would contain only the price(s) in respect of all civil work and/or building construction to be undertaken and/or the items/materials to be supplied, at extra cost, i.e. as already covered in the '**Technical Bid**', and the **Price Bid** must be submitted as per the prescribed format attached in this tender document. The '**Price Bid**' would not contain any commercial and/or any other condition(s) and the **Price Bid** must be un-conditional bid(s), failing which the '**Price Bid**' would be liable for rejection, without giving any further opportunity to the bidder(s).

ii) 'The **Price Bid**' should not contain any cutting and / or over-writing etc. In the event of any cutting/use of fluid etc., the prospective bidder(s) must authenticate the same by signing in respect of all such correction(s). The quoted price(s) must be written in both figures and words. In case there is any difference between the amount quoted in words and/or figures, the amount(s) indicated in words would prevail.

5. The EMD should be enclosed in the Price Bid only. The Technical Bid should not contain any EMD and any deviation in this regard would make the Bidder liable to be disqualified. Technically qualified bidders, who's Price Bid would be found to contain inadequate EMD amount, would be summarily rejected and disqualified as per condition of the Tender.

The Price Bid of the Bidders, who's Technical Bid would not conform to the eligibility or technically found to be inadequate would be technically disqualified and the Price Bid (with the EMD) would be returned un-opened duly.

PART-B: OTHER TERMS AND CONDITIONS OF THE TENDER/CONTRACT

6. The firm/contractor registered with sales tax department shall only be eligible to tender the work. The contractor shall indicate his CST/GST & PAN/TAN particulars in the `Techno-commercial Bid(s) tender.
7. All the taxes, Duties etc., as applicable, shall be applied/deducted on the gross value of the contract at the rates prevailing at the time of payment.
8. The contractor shall secure and pay for all permission and/or licence those might be required to comply with the laws/ordinance and regulation of the Govt. or public authority in connection with the achievement of performance in respect of his obligation under the contract. The successful vendor/contractor shall be responsible for damages, if any, in this regard and shall indemnify and save the purchaser harmless from and against all claims for damages and liability, those may arise due to his failure to comply with/to execute the work under this contract,.
9. The contractor shall warrant and the deemed to have warranted that all work undertaken and/or stores/goods supplied against this contract are free and clean of infringement of any Patent copy right or trade mark and shall at all items indemnify the Purchaser against all claims, which may be made in respect of the stores for infringement of any right protected by patent.
- 10.(i) All information, drawings, designs and specifications imparted to the successful bidder/contractor shall, at all items, remain the absolute property of the Purchaser, the bidder/successful contractor shall not use them for purpose(s) other than for which they are provided for such document/information and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for anyother purpose.
(ii) The vendor/contractor shall use his best endeavour to ensure that such information are not divulged to third parties, except where needed for the performance of the contract by the successful bidder, with the prior consent of the

Purchaser. In such cases, the successful bidder/contractor shall ensure and obtain similar obligation of confidence from their parties, in question.

11. The work/item(s) which are not covered in this tender, but subsequently found essential during execution of work shall also be undertaken by the contract, payment for in respect of which shall be released, as per latest schedule of rates, as applicable to PWD, Govt. of W. Bengal (GOWB). If the said work is not covered in the schedule of rates, same shall be paid on MR (Market rate) basis, to be certified by the Officer-in-charge of the site, which would contain maximum upto 10% as contractor's profit. The payment would be released upon approval of the Competent authority.
12. The contractor shall be responsible for curing of all cement works. Any slackness towards the same will be viewed seriously and, if in the opinion of the Engineer-in-Charge, any damage to the work/building is caused due to inadequate curing, then such work would be got dis-mantled and shall have to be re-laid by the contractor, at his own cost.
13. The samples of all building materials procured by the contractor for execution of work shall be got approved from the Engineer-in-Charge before commencement of the work.
14. The contractor will abide by all labour laws will also be responsible for any casualty/eventually/accident or any other labour dispute during the execution/ completion of work. The successful bidder/contractor would obtain requisite insurance to save guard all these aspects.
15. The quantities advertised in the tender are based on tentative estimates, which can increase or decrease by 20% as per necessity at site.
16. Any item which is not found necessary at site during execution of work should be lifted and no claim, whatsoever, shall be entertained on the said account.

17. The watch and ward of all materials/machinery shall be responsibility of the contract/ agency concerned.
18. The water /electricity required for the work shall have to be arranged by the contractor at his own cost in sufficient quantity. The water shall be free from dust, unwanted salts, chemical and other impurities.
19. If defect(s) or any kind of deviation(s) from stipulated specification(s) is/are noticed in respect of any supply made and/or any work undertaken, within a period of 12 months from the date of completion of work, on account of faulty in respect of any materials/goods or workmanship, the same would be notified to the Contractor, who would replace the same, free of cost, within a mutually acceptable specified time. The Contractor would require to submit a performance guarantee, equivalent to 10% of the value of the contract, either in the form of cash/DD or in the form of Bank Guarantee (**BG**) on any nationalized bank, in the prescribed format in this regard. In case, however, the contractor is not in a position to furnish the BG, equivalent to 10% of the contract price, the **SD** of 10% deposited/created in respect of the contract awarded to the contractor would stand converted as 'performance guarantee' and the said performance guarantee' and the said performance guarantee would be released after expiry of the guarantee period.
20. The contractor upon execution/completion of entire work, would provide six (6) sets as 'AS MADE' drawings, along with tracing paper for the same.
21. In case the prospective bidder does not specifically raise any objection/reservation in respect of any of the 'terms & conditions' of the attached 'General Terms & Conditions' for Tender/Purchase' and/or that of the attached 'Special Terms & Conditions' for Tender/Purchase, it would be deemed that the prospective bidder(s) has/have accepted all the terms & conditions, as contained therein. The special terms & conditions stipulated in this tender document /contract shall supersede the general terms & conditions of tender/contract attached herewith, wherever applicable.