

TENDER DOCUMENT

SUPPLY OF SLOTTED ANGLE RACKS FOR HLL PHARMACIES IN ASSAM



**PROJECTS DIVISION,
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012, Kerala, India

Phone +91 471 2354949 / 2775500/ 2775588

Web: www.lifecarehll.com

NOVEMBER 2018

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Projects Division
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588

INVITATION FOR BIDS (IFB)

IFB No : HLL/CHO/PROJ/RBD/AYB-ASSAM/SAR/2018-19

Date : 09.11.2018

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up of Pharmacy outlets at hospitals in various districts of Assam. For the said project, sealed and super scribed tenders are invited on two bid basis from competent and experienced parties who are capable of executing the tendered work meeting our requirements and specifications.

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
1	Supply of Slotted Angle Racks as per the Technical Specifications enclosed at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati	400 nos.	50000

2. Qualification Criteria:

- a. The Bidder should be the Original Manufacturer of similar Slotted Angle Racks or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer in India.
 - b. The Bidder / Manufacturer of the equipment offered should be in the business of the supply and installation of same/similar items for last 3 years. The Party should have satisfactorily supplied & installed minimum 200 nos. Slotted Angle Racks within a period of last 3 years ending 30.09.2018.
 - c. The Bidder / Manufacturer of the equipment offered should have Supplied & Installed minimum 100 Nos. Slotted Angle Racks in institutions under any Central / State Government or Central / State PSU's or local bodies in the last three years ending 30.09.2018.
 - d. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 30 Lakhs.
3. The Tender Documents can be downloaded from our Website www.lifecarehll.com from the date of issue of tender document. Any amendments or updates on this tender will be available only in our website. For further details, visit tenders section of www.lifecarehll.com or www.eprocure.gov.in/cppp. Amendment, if any, shall be posted only in the website.
4. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The Tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

5. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 09-11-2018 onwards
b) Last date and time for receipt of bids - 22-11-2018 up to 15.00 Hrs.
c) Date and time of opening of Technical bids - 22-11-2018, 15.30 Hrs.
d) Address for communication, receipt and place of opening of bids:

SENIOR MANAGER (PROJECTS),

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012,

Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

adarshks11@lifecarehll.com, rahuls@lifecarehll.com

6. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule I	-	Conditions of Bid
Schedule II	-	Specifications
Schedule III	-	General Conditions of Contract
Schedule IV	-	Technical Bid
Schedule V	-	Price Bid

7. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
8. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
9. SSI / MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.

Note: If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAN Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

10. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
11. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
12. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13. 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 / E-mail will not be accepted.
14. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 5 (d) above.
15. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

SENIOR MANAGER (PROJECTS)

SCHEDULE I

CONDITIONS OF BID

1. Definitions

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **“INVITATION FOR BID”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“BIDDER”** shall mean the person, firm or Company submitting a bid against this invitation for bid and shall also include his authorized agents and representatives.
- c. **“OWNER”** or **“PURCHASER”** shall mean HLL LIFECARE LIMITED (HLL), Thiruvananthapuram or its units thereof.
- d. **“TENDERER”**, shall mean the company / agency who quotes against the tender enquiry for undertaking the work.
- e. **“CONTRACTOR”** or **“SUPPLIER”**, shall mean the successful bidder whose tender has been accepted by the Owner and to whom the order is placed by the Owner and shall include his heirs, legal representatives, successors etc.
- f. **“SITE”**, shall mean i.e. **HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati, Assam.**
- g. **“CONTRACT”**, shall mean the articles of the Contract Agreement, the Conditions of Contract, Technical Specifications, Drawings attached and duly signed by the Owner and the Supplier.
- h. **“THE CONTRACT PRICE”** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- i. **“DATE OF CONTRACT”**, shall mean the date on which the successful bidder has accepted the notification of award.
- j. **“THE GOODS / EQUIPMENTS”** means all of the equipments, machinery and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- k. **“CONTRACT PERIOD”**, shall mean the period specified in the tender documents during which the contract shall be executed.
- l. **“COMPLETION CERTIFICATE”**, shall mean the certificate issued by the Owner to the Contractor after successful completion of the project for making final payment.
- m. Amount (Currency) indicated in INR shall mean Indian Rupees.

2. Bid Information and Period of Validity

2.1 Bidders shall submit their bids in two parts (**TECHNICAL BID** and **PRICE BID**)

2.2 The **TECHNICAL BID** must include the following information;

- a. Enquiry No.
- b. Earnest Money Deposit as prescribed in the tender
- c. All the details and documents mentioned in the Technical Bid (Schedule IV)
- d. Promised Delivery and Completion Time (whichever is applicable) for the equipment.
- e. All information requested in the specifications, dimensional drawings, technical literature describing the make of the item offered, material etc., as specified in the bid document.
- f. Warranty Period for the machine
- g. All pages of this tender document (except Price Schedule) with proper seal and signature/s
- h. All other documents/certificate/information as specified in the bid document.

2.3 The **PRICE BID** must include only **Price Schedule (Schedule V)** duly filled as per the following

- a) The bid is invited for “**Supply of Slotted Angle Racks at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati, Assam**” as per the Specification, Terms and Conditions specified in the Bid Documents. The Bidder shall give the rates inclusive of relevant taxes such as GST, duties, other levies, on the appropriate price schedule attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.
- b) Bidder must quote for unit price along with accessories and total price based on the requirement shown in the bid document.
- c) Price should be firm without any escalation on any account till the completion of work.

2.4 Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Purchaser.

3. Format and Signing of Bid

3.1 Bidders shall submit their bids in two parts (TECHNICAL BID and PRICE BID) as under.

- a) Technical bids, in duplicate clearly marking each “Original Bid” and “Copy Bid”, as appropriate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any, from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications and commercial terms and conditions and EMD, excluding price, in separate sealed covers super scribing “Technical Bid” inside a main cover.
- b) Price bids, in duplicate clearly marking each “Original Bid” and “Copy Bid”, as appropriate, showing only item wise and total prices in separate sealed covers super scribing “Price Bid” inside a main cover.

- 3.2 When the main cover is opened on the date and time scheduled for bid opening, only the technical bids will be opened.
- 3.3 Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
- 3.4 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid. The seal of the company shall be stamped in all pages.
- 3.5 Bids shall be made in English.
- 3.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

4. Submission of Bids

Sealing and Marking of Bids

4.1 The envelopes shall be:

(a) Addressed to HLL in the following address and

SENIOR MANAGER (PROJECTS),

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012,

Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

adarshks11@gmail.com, rahuls@lifecarehll.com

- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ___ (Opening Date)___
- 4.2 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, HLL will assume no responsibility for the bid’s misplacement or premature opening.
- 4.3 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.

Deadline for submission of Bids

- 4.4 The bids will be received by the Tenderer in the following address not later than the date and time specified in the Invitation for Bids.

SENIOR MANAGER (PROJECTS),

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012,

Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

adarshks11@gmail.com, rahuls@lifecarehll.com

- 4.5 In the event of the specified date for submission of Bids being declared a holiday, the bids will be received up to the appointed time on the next working day.
- 4.6 HLL Lifecare Ltd. may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of Senior Manager (Projects), in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. 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 received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify HLL in writing, or by fax at HLL's mailing address indicated in the Invitation for Bids. The representative of HLL will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by HLL.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, HLL may, for any reason, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them. Amendments will also be uploaded on the website.

- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, HLL may, at its discretion, extend the deadline for the submission of bids.

7. Bid Opening

7.1 Bids received will be opened in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for HLL, the bids shall be opened at the appointed time and location on the next working day.

7.2 The Bidders' names, the presence or absence of the requisite EMD and such other details, at HLL's discretion, may consider appropriate, will be announced at the opening.

7.3 HLL will prepare appropriate bid opening register and bidders present during the opening of the bids and HLL representative(s) shall sign the same.

8. Clarification of bids

To assist in the examination, evaluation and comparison of bids, HLL, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the rate or substance of the bid shall be sought, offered or permitted.

9. Inspection of site

Every bidder/Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches etc. before quoting his rates. No claim whatsoever should be entertained later on the plea of any difficulties involved in the execution of work, which was or was not foreseen by the Tenderer.

10. Preliminary examination

10.1 The bids will be examined to determine whether they are complete, whether any computational errors, have been made, whether required EMD has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

10.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures of unit price, the amount in words of unit price shall prevail.

10.3 Prior to the detailed evaluation, HLL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to specifications and all the terms and conditions of the bidding documents without material deviation. HLL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 10.4 A bid determined as not substantially responsive will be rejected by HLL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 10.5 HLL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.6 HLL's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

11. Evaluation and comparison of bids.

- 11.1 The purchaser reserves the right to examine the details given in the technical bid by visiting the office and work place of the bidder and take decision based on the visit.
- 11.2 The purchaser will technically evaluate all bids previously determined to be responsive and open the price bids previously determined to be substantially responsive and technically acceptable with intimation.

12. Post – qualification

- 12.1 Notwithstanding the qualification requirements given in this document, HLL will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 12.2 The determination will take into account the Bidder's financial, technical and execution capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as deems necessary and appropriate.
- 12.3 HLL reserves the right to negotiate with the lowest evaluated responsive bidder.
- 12.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event HLL will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

13. Award Criteria

HLL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

14. Notification of Award

- 14.1 Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing by or cable or telex or fax or E-mail, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Supply Order.
- 14.2 The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.

15. Security Deposit

- 15.1 On receipt of notification of award from HLL, within 10 days the successful Bidder shall furnish the Security Deposit in the form of a bank guarantee or a Demand Draft from a nationalized bank drawn in favor of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram for an amount equal to **5% of the contract value** as Security deposit for his faithful execution of contract.
- 15.2 The Security Deposit should be valid until successful completion of the contract and acceptance and handing over of the equipment and will be released after acceptance by HLL.
- 15.3 Failure of the successful Bidder to accept the notification of award or submission of Security Deposit within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event HLL may make the award to the next lowest evaluated bidder or call for new bids.
- 15.4 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.
- 15.5 Forfeiture of Security Deposit - If the successful bidder/ Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the Security Deposit furnished will be forfeited / Bank Guarantee en-cashed.

16. Earnest Money

- 16.1 Each bid must be accompanied by E.M.D.
- 16.2 The EMD is required to protect HLL against risk of Bidder's conduct, which would warrant the security's forfeiture
- a. The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favor of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram.
 - b. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
 - c. In the case of successful bidder, the Earnest Money will be returned after accepting the order and submission of Security Deposit, which they will have to offer for the faithful execution of the contract.
- 16.3 The EMD may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document;
- OR
- (b) In case of the successful Bidder, if the Bidder fails:
 - (i) To furnish the Order acceptance copy
 - (ii) To furnish Security Deposit.

SCHEDULE II

SPECIFICATIONS

Sub: Supply of Slotted angle racks at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati, Assam as per the tender specifications – reg.

Item Name: Slotted Angle Racks

Quantity: 400 Nos

Technical Specifications

- Supply and Erection of powder coated MS slotted angle racks
- No. of Shelves: 8 nos.
- Angle posts: Minimum 40 x 40 x 3 mm size Rolled Steel angle posts having 8 mm diameter holes provided at 50 mm centre to centre.
- Metallic shelves: Shall be made from powder coated MS sheets not less than 1mm in thickness, with sufficient stiffeners to avoid bending and twisting, with lipped flanges width of flange being 30 mm and depth of lip 15 mm
- Minimum size of Rack: 900 mm Length x 300 mm Depth x 2100 mm Height

SCHEDULE III

GENERAL CONDITIONS OF CONTRACT

1. Price

The price quoted should be for supply of the item at the specified location and shall be inclusive of Basic Price, all applicable taxes and duties including GST, Entry tax, Octroi & other levies, P&F charges, loading and unloading charges, insurance, installation and commissioning charges etc.

The Format for Quoting (Schedule V) shall be suitably filled as applicable. Price quoted should be firm without any escalation till the order is completely executed.

2. Taxes/Duties/Levies

All central, state, municipal taxes, duties and levies payable shall be shown by the bidder separately in the Bid. If delivery is delayed beyond the time stipulated in the order and the above rates go up or new levies imposed during this period of delay, the extra cost so incurred shall be borne by the Supplier.

Note: The term 'Equipment' means the final and complete equipment/machinery as ordered and does not mean raw material, components, consumable, etc. required for the work. The Purchaser shall not be liable to pay any tax / duty / levy incurred during the transactions between the Supplier and his sub-suppliers and or Agents.

3. Insurance

The Supplier shall arrange insurance coverage for transit, storage and erection.

4. Delivery/Completion Period

The slotted angle racks as per the tender specifications shall be delivered in a staggered manner as per the delivery plan provided by HLL Engineer-in-charge and shall be completed within a period of 6 weeks from the date of notification of award / date of clearance, whichever is later.

Time being the essence of the Contract, the delivery, stipulated should be strictly adhered to. Delay in delivery/non delivery of the slotted angle racks will cause loss and/or damage to Purchaser. The delivery period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's Notification of Award (Letter of Intent (LOI) and / or order).

5. Terms of Payment

The payment terms are as follows

- a) 70% of the total contract value will be paid against supply & acceptance of equipments at site.

- b) 25% of the total contract value and entire applicable taxes will be paid after successful commissioning of the items.
- c) Balance 5% of the total contract value (excluding applicable taxes) will be retained as Performance Guarantee amount and will be paid after the completion of comprehensive warranty period of 1 year.

6. Liquidated Damages for delays

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

7. Inspection And Testing

Purchaser shall have the right of access to the Supplier's works at all reasonable time to inspect and measure the progress of execution of the Order. The Supplier should make available all tools, instruments, apparatus, equipment, facilities, services and materials to enable the Purchaser's nominee to carry out such inspection/tests without obligations. Notwithstanding such tests/inspection conducted at the Supplier's works from time to time, goods under the Order shall not be despatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to despatch are specifically provided for in the order, sufficient advance notice shall be given to the purchaser for the purpose, and as a consequence of such inspection, if necessary, the Supplier shall arrange re-work at his own cost. Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the Order.

8. Performance Guarantee

The Supplier shall fully guarantee all of the items supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any desktops not performing as intended or should the design, material or workmanship prove defective within a period of 12 months from the date of successful commissioning, the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost for the entire 12 months of warranty period. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

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

9. Scope of Services, Supplies and Materials:

The scope will include all services, supplies etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

10. Force Majeure

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

11. Assignment And Subletting

No assignment and subletting of whole or part of the order shall be permitted except with prior approval of purchase obtained in writing.

12. Correspondence

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

SENIOR MANAGER (PROJECTS),
Projects Division,
HLL Lifecare Limited (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012,
Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com
adarshks11@lifecarehll.com, rahuls@lifecarehll.com

13. Indemnification Clause

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any

actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

14. Entirety Of The Agreement

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/Work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

15. Settlement of Disputes

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The contract shall be deemed to have been concluded at Thiruvananthapuram, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Thiruvananthapuram.

SCHEDULE IV

TECHNICAL BID

SUPPLY OF SLOTTED ANGLE RACKS FOR HLL PHARMACIES IN ASSAM



**PROJECTS DIVISION,
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

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NOVEMBER 2018

CONTENTS

Sl. No	Description	Page No
1.	Pre-qualification Requirements	16
2.	Application for Pre-Qualification	17
3.	Annexure-I	20
4.	Annexure-II	21
5.	Annexure-III	22
6.	Annexure-IV	23
7.	Annexure-V	24
8.	Annexure-VI	25
9.	Annexure-VII	26
10.	Annexure-VIII	27
11.	Annexure-IX	28
12.	Annexure-X	29
13.	Annexure-XI	30
14.	Check List	31

PREQUALIFICATION REQUIREMENTS

1. The Bidder should be the Original Manufacturer of similar Slotted Angle Racks or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer in India.
2. The Bidder / Manufacturer of the item offered should be in the business of the supply and installation of same/similar items for last 3 years. The Party should have satisfactorily supplied & installed minimum 200 nos. Slotted Angle Racks within a period of last 3 years ending 30.09.2018.
3. The Bidder / Manufacturer of the item offered should have Supplied & Installed minimum 100 Nos. Slotted Angle Racks in institutions under any Central / State Government or Central / State PSU's or local bodies in the last three years ending 30.09.2018.
4. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 30 Lakhs.
5. Power of Attorney, in case an authorized representative has signed the tender.
6. The duly signed acceptance form confirming that all terms & conditions, technical specifications, drawings & volume of job are understood by the bidder. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity.
7. Deviation if any, giving reasons for the deviation.
8. Even if the bidder meets the above qualifying criteria, they are subject to being disqualified if they have:

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Note: -

HLL does not bind itself to accept the lowest or any tender, and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

F. The Bidder/Manufacturer of the item offered should have Supplied & Installed minimum 100 Nos. Slotted Angle Racks in institutions under any Central / State Government or Central / State PSU's or local bodies in the last three years ending 30.09.2018.

Note:- Copies of Work orders and Completion certificates issued by the Client / Authority concerned shall be submitted in proof of the same.

Note: Details to be furnished in **Annexure III**

G. Total number of ongoing installations or orders in hand for similar items

Note: Details to be furnished in **Annexure IV**

H. Has the Contractor / Firm/Company ever been black listed by the Govt. / or the registering authority. (Yes / No)

a. If so, give the period and details.

I. Average annual financial turn over of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 30 Lakhs.

a. Annualized turnover of the Contractor/Firm/Company in the last 3 years ending 31.03.2018

1.	2015-2016:	INR.
2.	2016-2017:	INR.
3.	2017-2018:	INR.

Note: Details to be furnished in **Annexure V**

J. Details of organization: (Details to be enclosed in **Annexure VI**)

1. Technical personnel: i) No. of Graduate Engineers: ii) No. of Diploma Holders:
2. Non Technical Management

K. Detailed Technical Specifications in **Annexure VII** (filled and enclosed)

L. Completion Period: in **Annexure VIII** (filled and enclosed)

M. Acceptance Form in **Annexure IX** (filled and enclosed)

N. Declaration Form in **Annexure X** (filled and enclosed)

O. CERTIFICATE as per **Annexure XI** (filled and enclosed)

I / We hereby certify that the details given in the application form and Annexure I to Annexure XI, are correct to the best of my / our knowledge. I / We have no objection in contacting any of our clients for reference.

Place:

Signature

Date:

Name and address of the Party

ANNEXURE - I

The Bidder should be the Original Manufacturer of similar Slotted Angle Racks or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer in India – Relevant Details including Manufacturer Certificate and Manufacturer's Authorization Form shall be provided as per **Annexure I**.

SIGNATURE OF BIDDER

ANNEXURE - II

DETAILS OF ORDERS FOR SIMILAR SUPPLY SUCCESSFULLY COMPLETED DURING THE LAST 3 YEARS (ENCLOSE COMPLETION CERTIFICATES FROM CLIENT)			
S. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value

NOTE:

The Bidder / Manufacturer of the item offered should be in the business of the supply and installation of same/similar items for last 3 years. The Party should have satisfactorily supplied & installed minimum 200 nos. Slotted Angle Racks within a period of last 3 years ending 30.09.2018.

Enclose completion certificates from the client certified that the similar items are installed and commissioned at their site successfully and is working satisfactorily. The Client list shall be enclosed.

SIGNATURE OF BIDDER

ANNEXURE - III

DETAILS OF ORDERS FOR SIMILAR SUPPLY SUCCESSFULLY COMPLETED FOR CENTRAL / STATE GOVT. INSTITUTIONS DURING THE LAST 3 YEARS (ENCLOSE COMPLETION CERTIFICATES FROM CLIENT / AUTHORITY)			
SL. No.	Name of Client with full address, telephone numbers and nature of supply	Order details such as quantity, completion time etc.	Value

Note:

The Bidder/Manufacturer of the item offered should have Supplied & Installed minimum 100 Nos. Slotted Angle Racks in institutions under any Central / State Government or Central / State PSU's or local bodies in the last three years ending 30.09.2018.

SIGNATURE OF BIDDER

ANNEXURE - IV

TOTAL NUMBER OF ONGOING INSTALLATIONS OR ORDERS IN HAND FOR SIMILAR SLOTTED ANGLE RACKS			
SL. No.	Name of Client with full address, telephone numbers and nature of supply	Order details such as quantity, completion time etc.	Value

SIGNATURE OF BIDDER

ANNEXURE V

(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE CONTRACTOR/FIRM/COMPANY IN THE LAST 3 YEARS ENDING 31-03-2018)

2015-2016: INR.

2016-2017: INR.

2017-2018: INR.

(Enclose audited Balance sheets in proof for the above period)

SIGNATURE OF BIDDER

Note: Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 30 Lakhs.

ANNEXURE - VI**DETAILS OF ORGANIZATION**

Sl. No	Name & Postal Address	Date of Birth	Qualification	Total experience in years	Name of organization served showing position held and period of service in each position
1.	A.ENGINEERING PERSONNELS				
2					
3.					
4					
5.					
6					
1.	B. DIPLOMA HOLDERS/ ITI PERSONNEL				
2					

Note: - Attach an organization chart.

SIGNATURE OF BIDDER

ANNEXURE VII

**(ENCLOSE DETAILED TECHNICAL SPECIFICATION OF SLOTTED ANGLE
RACKS OFFERED BY YOU AGAINST THIS TENDER INCLUDING THE MODEL #
DETAILED CATALOGUES & BROCHURES, WARRANTY PERIOD ETC.
COMPLETE)**

**NOTE: THE BIDDER SHOULD ALSO INDICATE DEVIATIONS, IF ANY FROM
THE TENDER SPECIFICATIONS**

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-VIII

COMPLETION PERIOD

The computers as per the tender specifications shall be delivered in a staggered manner as per the delivery plan provided by HLL Engineer-in-charge and shall be completed within a period of **6 weeks** from the date of notification of award / date of clearance, whichever is later

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE IX

ACCEPTANCE FORM

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

From

To

SENIOR MANAGER (PROJECTS),

Projects Division,

HLL Lifecare Limited (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012,

Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

Dear Sir,

I / We, hereby offer to design / fabricate / supply / install / testing / 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 for **180 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.

We are hereby attesting all the pages of the tender document & submitting the same in proof of our acceptance of the terms of the tender.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE X

DECLARATION

I / we hereby confirm that we have quoted for all Schedules in the Price Bid including CAMC cost as mentioned in the Price Bid. If, at any stage, it is found to be incorrect, I / we understand that we will be disqualified from the tender.

SIGNATURE (S) OF BIDDER WITH SEAL

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

ANNEXURE XI

CERTIFICATE

I / we hereby confirm 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 WITH SEAL

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

CHECK LIST FOR TECHNICAL BID

S. No.	Item	Yes/No	Remarks
1	The Bidder should be the Original Manufacturer of similar Slotted Angle Racks or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer in India - Annexure I		
2	Power of Attorney, in case an authorized representative has signed the tender.		
3	Enclosed EMD as prescribed in the tender		
4	Application of Pre-qualification duly filled, signed and sealed by the Tenderer		
5	The Party should have satisfactorily supplied & installed minimum 200 nos. Slotted Angle Racks within a period of last 3 years ending 30.09.2018 – Annexure II		
6	The Bidder / Manufacturer of the item offered should have Supplied & Installed minimum 100 Nos. Slotted Angle Racks in institutions under any Central / State Government or Central / State PSU's or local bodies in the last three years ending 30.09.2018 - Annexure III		
7	Enclosed details of ongoing installations or orders in hand for similar works - Annexure IV		
8	Enclosed Turnover Details – Annexure V		
9	Enclosed Details of Organization – Annexure VI		
10	Enclosed Technical Specification including Makes, Catalogue etc. – Annexure VII		
11	Attached Completion Period – Annexure VIII		
12	Enclosed signed and sealed Acceptance Form along with signed & sealed copy of the tender document (in all pages)– Annexure IX		
13	Declaration signed and sealed - Annexure X		
14	Enclosed Certificate signed and sealed – Annexure XI		

SIGNATURE (S) OF THE BIDDER WITH SEAL

SCHEDULE V

PRICE BID

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ANNEXURE I

FORMAT FOR QUOTING

Sl. No	Item Description	Qty	Rate in Rs.	Amount in Rs.
1	Supply of Slotted Angle Racks as per the tender Specifications enclosed at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati	400 Nos		
			TOTAL AMOUNT	
			GST @ 18%	
			GRAND TOTAL	

NOTE: The columns may be filled as is applicable in each case.

SIGNATURE OF BIDDER

NB: The bidder shall refer the Specifications, Terms & conditions before filling this form