

# **TENDER DOCUMENT**

## **SUPPLY AND INSTALLATION OF SLOTTED ANGLE RACKS FOR HLL PHARMACIES AT**

### **VARIOUS DISTRICT HOSPITALS 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](http://www.lifecarehll.com)

**FEBRUARY 2019**

**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-1/2018-19**

**Date : 26-02-2019**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites sealed and super scribed bids from competent and experienced Suppliers / Dealers / OEMs who are capable of executing the following work meeting their requirements as per our tender.

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
1	Supply & Installation of Slotted Angle Racks for setting up of HLL Pharmacies at 11 District Hospitals in Assam as per <u>Price Schedule</u> enclosed.	As per Schedule IV	10,000/-

2. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 26-02-2019
- b) Last date and time for receipt of bids - 08-03-2019 up to 15.00 Hrs.
- c) Date and time of opening of bids - 08-03-2019 at 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](mailto:harikrishnankp@lifecarehll.com), [choprojects@lifecarehll.com](mailto:choprojects@lifecarehll.com)

3. 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).
4. 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.
5. 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 2 (d) above.

6. 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.
7. 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.
8. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
9. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
10. 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. However the party has to submit security deposit, if the contract is awarded.

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 UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

11. 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.
12. The Bid must include the following information;
  - a. Enquiry No.
  - b. EMD
  - c. Promised Delivery/Completion Schedule
  - d. Price Schedule in Format For Quoting (Schedule III)
  - e. All other documents/certificate/information as specified in the bid document.
13. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule I	-	Conditions of Contract
Schedule II	-	Acceptance Form
Schedule III	-	Specifications
Schedule IV	-	Price schedule

14. 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 CONTRACT

#### 1) PRICE

The price quoted should be inclusive of all material cost, loading and unloading charges, all applicable taxes and other levies, labor charges, insurance etc. The **Price Schedule** is enclosed as **Schedule IV**.

Price quoted should be firm without any escalation till the order is completely executed.

#### 2) TAXES/DUTIES/LEVIES

The contractor shall be entirely responsible for all applicable taxes including GST, duties, license fees etc. incurred until successful completion of contract.

#### 3) ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

Rates quoted should be inclusive of all cost of materials, Tools/Equipments labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.

#### 4) COMPLETION TIME

Work should be completed within **2 Weeks** from the date of issuing the Letter Of Intent or Work Order.

Time being the essence of the Contract, the delivery, stipulated should be strictly adhered to. Delay in delivery/non delivery of the items will cause loss and/or damage to Purchaser.

#### 5) PAYMENT TERMS

100% of the bill value will be paid on completion of work after issue of Work Completion certificate by Engineer In Charge / Officer In Charge of HLL Lifecare Ltd.

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

The bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and duly certified delivery challan / supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

## 6) EARNEST MONEY

- 6.1 Each bid must be accompanied by E.M.D.
- 6.2 The EMD is required to protect the Purchaser / Owner against risk of Bidder's conduct, which would warrant the security's forfeiture.
- a. The EMD shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram.
  - b. E.M.D. from unsuccessful bidders will be returned after the acceptance of order by the L1 party.
  - c. In the case of successful bidder, the Earnest Money will be considered as security deposit and will be retained until the successful completion of work.
- 6.3 The EMD may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bidding Document; or
  - (b) In case of the successful Bidder, if the Bidder fails:
    - (i) to sign the Contract
    - (ii) to furnish security deposit
    - (iii) Fail to perform as per the tender conditions.

## 7) SECURITY DEPOSIT

- a) Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee from a nationalized bank, for an amount equal to 5% of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment / works by the Purchaser / Owner and will be released after acceptance of the Equipment/works by the Purchaser / Owner. In case of a delay in the works the validity of security deposit shall be extended.
- b) Within 7 days of the receipt of notification of award from the Purchaser / Owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.
- c) The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.
- d) 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 even the Purchaser / Owner may make the award to the next lowest evaluated bidder or call for new bids.
- e) 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 encashed.

**8) 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.

**9) DEFECT LIABILITY PERIOD:**

The defect liability period of the work shall be 12 months from the date of completion of the work and this date will start from successful completion and handing over. If any damage or defect occurs in the work during this period then the Contractor shall rectify the damage or defect at his own expense to the satisfaction of the Purchaser / Owner. If the Contractor fails to do so, then the Purchaser/Owner shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the Contractor.

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

**10) FORCE MAJEURE**

- a. Neither the Contractor nor the Purchaser / Owner 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 Contractor shall advise Purchaser / Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser / Owner 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 Contractor's bids are under the consideration of the Purchaser / Owner 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 / Owner 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 Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

**11) DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR'S CONTROL**

- a. Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Owner as per the affected period may extend the time period.

- b. In case work is delayed due to non-availability of stores supplied by Owner or any decision by Owner holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the Owner, but nevertheless use constantly his best effort to prevent or make good delay. The Owner may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

## **12) LIQUIDATED DAMAGES FOR DELAYS**

If the work is not completed and handed over to the Purchaser / Owner within the time stipulated in the Order, Purchaser / Owner may at their option, either (1) recover from the Contractor 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 Contractor 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 contractors.

## **13) 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 carryout 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 dispatched 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. Not withstanding 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.

## **14) PERFORMANCE GUARANTEE**

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment 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. 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.

**15) 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.

**16) SPECIAL INSTRUCTIONS**

- a) **The bidder shall visit the site and take their own assessments before quoting the bids.**
- b) The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- c) The materials used shall be as per specification and of good quality.
- d) The Purchaser / Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- e) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- f) The Contractor shall have to co-operate with the agencies executing other works in the same area.
- g) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser / Owner so as to avoid theft etc.
- h) During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- i) **Final payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

**17) CORRESPONDENCE**

All correspondence relating to this Order including Invoice 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](mailto:choprojects@lifecarehll.com)

**18) SETTLEMENT OF DISPUTES**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.



**SCHEDULE - II**

**SPECIFICATIONS**

Sub: Supply of Slotted angle racks at HLL Pharmacies at 11 District Hospitals in Assam as per the tender specifications–reg.

**Item Name** : Slotted Angle Racks

**Quantity** : 100 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: 900mm Length x 300mm Depth x 2100mm Height

**SCHEDULE III**

**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  
E-mail: chopjects@lifecarehll.com, harikrishnankp@lifecarehll.com

Dear Sir,

I / We, hereby offer to supply/erect/install/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till **120 days** after 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 and drawings 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.

Yours faithfully,

**SIGNATURE OF THE BIDDER**

**SCHEDULE IV****PRICE SCHEDULE**

<b>SI No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	Supply and Installation of Slotted angle racks as per the tender specifications and quantities at HLL Pharmacies at the following 11 District Hospitals in Assam.			
a	Barpeta Civil Hospital, Barpeta	9 nos.		
b	Dhubri Civil Hospital, Dhubri	10 nos.		
c	S.M. Dev Civil Hospital, Cachar	9 nos.		
d	Karimganj Civil Hospital, Karimganj	9 nos.		
e	Hailakandi Civil Hospital, Hailakandi	9 nos.		
f	Haflong Civil Hospital, Dima Hasao	9 nos.		
g	Diphu Civil Hospital, Karbi Anglong	9 nos.		
h	LGB Civil Hospital, Tinsukia	9 nos.		
i	Dhemaji Civil Hospital, Dhemaji	9 nos.		
j	JSB Civil Hospital, Chirang	9 nos.		
k	Sri Sri Pitambar Deva Goswami Civil Hospital, Majuli	9 nos.		
<b>TOTAL AMOUNT</b>				
<b>GST @ 18%</b>				
<b>GRAND TOTAL</b>				

**SIGNATURE OF BIDDER**