

TENDER DOCUMENT

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF INCUBATORS

AT

DIAGNOSTIC LAB FACILITIES AT SPECIFIED LOCATIONS IN MAHARASHTRA



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

SEPTEMBER 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/HCS/MH-EQP/INC/19-20

Date :07-09-2019

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, Testing and Commissioning of Incubator and accessories at following Diagnostic lab facilities in Maharashtra as per the tender specifications		
a	Incubator 400 L Capacity at Diagnostic lab Facility at Kharghar, Maharashtra	1 Nos.	5,000/-
b	Incubator 150 L Capacity at Diagnostic lab Facility at Nagpur, Maharashtra	2 Nos.	

2. The Bidder should be the Original Equipment Manufacturer (OEM) of similar Equipment or an Authorized Dealer / Agent / Distributor / Channel Partner of the OEM in India with at least 1 service facility in Maharashtra. **The bidder shall submit Manufacture's Authorization form from the OEM, along with the Service Centre Details in Maharashtra.**
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 - 07-09-2019 onwards
 - b) Last date and time for receipt of bids - 24-09-2019 up to 15.00 Hrs.
 - c) Date and time of opening of Technical bids - 24-09-2019, 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

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	-	Credentials of Contractors
Schedule IV	-	Acceptance Form
Schedule V	-	Price Schedule

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 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.

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

HLL LIFECARE LIMITED

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) 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 V**.

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

The equipment and accessories at respective sites as per the tender specifications shall be delivered, installed and commissioned within a period of **14 days** 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 Air Conditioners 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) PAYMENT TERMS

The payment terms are as follows :-

- a) 90% of the total contract value including applicable taxes will be paid against satisfactory Supply, Installation, Testing and Commissioning of equipments at site and warranty certificates for the equipments.
- b) Balance 10% of the total contract value (excluding taxes) of the equipment will be released upon submission of Performance bank guarantee for the same amount from a scheduled bank valid till the completion of comprehensive warranty period of 2 years.

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

7.1 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.

7.2 Within 5 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.

7.3 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 even the Purchaser/Owner may make the award to the next lowest evaluated bidder or call for new bids.

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 **24 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 dispatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to dispatch 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.

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 24 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 before quoting for the work and also take their own assessments before quoting of 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) During the execution of work, the contractor or authorized representative should be present at site.
- d) All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
- e) The materials used shall be as per specification and of good quality.
- f) The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
- g) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.
- h) 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.
- i) Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify/reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- j) The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- k) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- l) The Contractor shall have to co-operate with the agencies executing other works in the same area.
- m) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.
- n) Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactorily completion of work as per the order. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the

requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment,/any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

- o) If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, the rates shall be worked out as per the latest CPWD Schedule of Rates and in case, the item is not included in the CPWD schedule, the rate shall be arrived as per prevailing Market rate analysis as based on the CPWD norms.
- p) The Quantity shown in the schedule is an approximate estimated quantity and subject to vary as per each site conditions. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.
- q) Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.
- r) During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- s) **Payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

17) 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.

18) 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,
rahuls@lifecarehll.com

19) 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, Installation, Testing and Commissioning of Incubator at specified locations in Maharashtra – reg.

Item Name: Bacteriological Incubator
Capacity: 400 L
Quantity: 1 Nos.

Technical Specifications

SI.No	Parameter	Specification
1	Chamber volume	400 ltr Minimum
2	Temperature range	Ambient +5°C ~ 70°C
3	Heater: Incubator	700 w
4	Power supply	230VAC 50 Hz
5	Accuracy	±0.5°C at 37°C
6	controller	Digital PID controller with timer and auto tuning
7	Timer	Required

Item Name: Bacteriological Incubator
Capacity: 150 L
Quantity: 2 Nos.

Technical Specifications

SI.No	Parameter	Specification
1	Chamber volume	150 Ltr
2	Temperature range	Ambient +5°C ~ 70°C
3	Heater: Incubator	400 w
4	Power supply	230VAC 50 Hz
5	Accuracy	±0.5°C at 37°C
6	controller	Digital PID controller with timer and auto tuning
7	Timer	Required

GENERAL CONDITIONS

- The equipment should be complete with all accessories and interconnections.
- The purchaser will be providing the required electrical supply to the equipment. All wiring requirements within the equipment are to be provided by the supplier as per standard.
- The suppliers should submit 3 copies of the following documents, relevant to their scope of supply, along with delivery & commissioning of the Unit :

- a) Relevant Test Certificates, Operation & Maintenance Manual, Installation Manual, Troubleshooting Manuals, Guarantee Certificate
 - b) Any other related documents
4. Any deviations from the bid documents shall be clearly indicated.
 5. The bid should be complete with all the relevant details.

SCHEDULE III

CREDENTIALS OF CONTRACTORS

- a. Particulars of prior experience in similar contracts / if any, successfully executed should be entered in the form given below.

Item No.	Details of Customer	Name, performance and period of execution, together with its value.

- b. The performance certificate from the client(s) may also be attached.
- c. Manufacture's authorization form from the OEM (Mandatory)
- d. Service Centre Details for the equipment at Maharashtra (Mandatory)
- e. Reference/Certificates from your Bankers about your financial position.
- f. List of equipment and Infrastructure facilities, which you intend to use on this work, to be attached.
- g. List of other customers

I / We hereby certify that the information given above is correct. If, at any stage, it is found to be incorrect, I / We understand that the contract will be liable to be terminated / rescinded and action could be taken against me/us by the Company for damages.

SEAL & SIGNATURE (S) OF BIDDER

SCHEDULE IV

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: choprojects@lifecarehll.com, harikrishnankp@lifecarehll.com

Dear Sir,

I / We, hereby offer to design / 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 V					
SCHEDULE OF WORK					
Sub:	Supply, Installation, Testing and Commissioning of Incubators in specified locations in Maharashtra – reg.				
SI No	Item Description	Qty	Unit	Rate in Rs	Amount in Rs
1	Supply, Installation, Testing and Commissioning of Incubators and accessories at following Diagnostic lab facilities in Maharashtra as per the tender specifications				
a	Incubator 400 L Capacity at Diagnostic lab Facility at Kharghar, Maharashtra	1	Nos		
b	Incubator 150 L Capacity at Diagnostic lab Facility at Nagpur, Maharashtra	2	Nos		
TOTAL					
APPLICABLE GST					
TOTAL AMOUNT IN RS					
(RUPEES IN WORDS)					
SIGN AND SEAL OF BIDDER					