

TENDER DOCUMENT

**SUPPLY & INSTALLATION OF
CASH SAFE & CASH COUNTING MACHINE
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/CS&CCM/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 CASH SAFE as per the Technical Specifications enclosed at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati	60 Nos.	Rs. 10,000/-
2	Supply of CASH COUNTING MACHINE as per the Technical Specifications enclosed at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati	60 Nos.	Rs 10,000/-

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. **“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.
- j. **“CONTRACT PERIOD”**, shall mean the period specified in the tender documents during which the contract shall be executed.
- k. **Amount (Currency)** indicated in INR shall mean Indian Rupees.

2. Bid Information and Period of Validity

- a) Price should be firm without any escalation on any account till the completion of work.
- B) Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Purchaser.

3. Sealing and Marking of Bids

3.1 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)___

3.2 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.

3.3 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

3.4 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

3.5 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.

3.6 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.

- 3.7 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.

4. 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.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, HLL may, for any reason, modify the Bidding Documents by amendment.
- 5.2 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.
- 5.3 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.

6. Bid Opening

- 6.1 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.
- 6.2 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.
- 6.3 HLL will prepare appropriate bid opening register and bidders present during the opening of the bids and HLL representative(s) shall sign the same.

7. 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.

8. 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.

9. Preliminary examination

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.

10. Evaluation and comparison of bids.

- 10.1 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.
- 10.2 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.

11. Post – qualification

- 11.1 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.

- 11.2 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.
- 11.3 HLL reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 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.

12. 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.

13. Notification of Award

- 13.1 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.
- 13.2 The signed acceptance of the notification of award by the Contractor will constitute a concluded contract.

14. Security Deposit

- 14.1 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 Performance Guarantee for his faithful execution of contract.
- 14.2 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.
- 14.3 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.
- 14.4 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.
- 14.5 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.

15. Earnest Money

15.1 Each bid must be accompanied by E.M.D.

15.2 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.

15.3 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, Installation, Testing and Commissioning of CASH SAFE & CASH COUNTING MACHINE at HLL AMRIT Pharmacy, Govt. Medical College Hospital, Guwahati, Assam as per the tender specifications – reg.

1. Cash Counting Machine cum Fake Note Detector

Quantity: 25 Nos

SI No.	Specifications	
1	Type	Cash counting machine cum Fake note detector
2	Recommended Make	Optimus - Model No: OLC 04 or equivalent

2. Cash Safe (Coffer)

Quantity: 25 Nos

SI No.	Specifications	
1	Volume	Minimum 14 liters
2	Wall thickness	Min. 2.5 mm for body and Min. 5mm for door
3	Recommended Make	Godrej make, Model No: Premium Coffer BRN (Item Code: SEBP 1112) or equivalent (only manual locking system)

GENERAL CONDITIONS

1. All wiring requirements within the equipment are to be provided by the supplier as per standard.
2. The equipment offered should be suitable for Indian electrical ratings as follows.
Power supply: 200-230V, 50 Hz (Single Phase) or 400-440 V, 50 Hz (3 Phase)
3. The suppliers should submit the following documents, relevant to their scope of supply, along with delivery & commissioning of the Unit :
 - a) Operation & Maintenance 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

CONDITIONS OF CONTRACT

1) PRICE

The price quoted should 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 Supplier should pay entry taxes, as applicable and should be included in the offer.

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

The supplier shall be entirely responsible for all taxes including entry tax, duties, license fees, etc. incurred until successful completion of contract. All central, state, municipal taxes, duties and levies payable shall be shown by the bidder separately in the Bid. The Purchaser will issue necessary 'C' Form, if required.

3) DELIVERY/ COMPLETION PERIOD.

The items 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 **3 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 items 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).

4) PAYMENT TERMS:

100% payment within 30 days of supply of the items at the specified HLL site.

Retention Amount: Retention Money at the rate of 5% of the bill value will be deducted and shall be returned after the expiry of the guarantee period of 12 months.

5) GUARANTEE PERIOD

The Guarantee against any possible manufacturing defects shall be given for a period of 12 months from the date of supply and inspection of the item at HLL site.

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) 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.

8) SETTLEMENT OF DISPUTES

Any disputes or differences or questions or claims arising under or relating to or touching this agreement shall be referred for arbitration to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The award passed by the arbitrator shall be final and binding on the parties hereto.

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.

The venue of arbitration shall be the place from where the contract is issued.

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 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 **180 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 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**PRICE SCHEDULE****FORMAT FOR QUOTING**

Sub:	SUPPLY & INSTALLATION OF CASH SAFE & CASH COUNTING MACHINE FOR HLL PHARMACIES IN ASSAM – reg.				
SI No	Item Description	Quantity	Unit	Rate in Rs	Amount in Rs
1	Cash Counting Machine cum Fake Note Detector	60	Nos		
2	Cash Safe (Coffer)	60	Nos		
TOTAL					
APPLICABLE TAXES					
TOTAL AMOUNT IN RS					
(RUPEES IN WORDS)					

I agree to complete the supply as per the schedule at the rates quoted by me as above.

SEAL AND SIGNATURE OF THE BIDDER/SUPPLIER