

TENDER DOCUMENT

**SUPPLY, INSTALLATION & COMMISSIONING OF STORAGE
CABINET UNITS**

FOR

**HLL DIAGNOSTIC LAB FACILITY AT
OLD MCG OFFICE, SECTOR-39, GURUGRAM, HARYANA.**



PROJECTS DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2775588

AUGUST 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/GURUGRAM/SCU/2019-20

Date : 02-08-2019

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up of new Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana . For the said project, sealed and super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting their requirements as per our tender.

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
1	Supply , Installation & Commissioning of storage cabinet units to HLL Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana as per <u>Schedule of Items</u> enclosed.	As per Schedule III	Rs.10,000/-

2. 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 - 02-08-2019 onwards
- b) Last date and time for receipt of bids - 19-08-2019 up to 15.00 Hrs.
- c) Date and time of opening of bids - 19-08-2019, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

SENIOR MANAGER (PROJECTS),

PROJECTS DIVISION,
HLL LIFECARE LIMITED,
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: choprojects@lifecarehll.com, harikrishnankp@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). 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.

4. 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.
5. 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.
6. 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.
7. 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.
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 Tender is awarded to them.
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. The Bid must include the following information;
 - a. Enquiry No.
 - b. EMD
 - c. Promised Delivery/Completion Schedule
 - d. Price Schedule in Format for Quoting
 - e. All other documents/certificate/information as specified in the bid document.
12. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule I	-	Conditions of Contract
Schedule II	-	Forms and Declarations
Schedule III	-	Schedule of Items
13. 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, labour charges, insurance, Installation and commissioning charges etc.

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 items as per the tender specifications shall be delivered as per the delivery plan provided by HLL Engineer-in-charge and shall be completed within a period of **2 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 Specified Item 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).

2. PAYMENT TERMS

The payment terms are as follows:

- 90% of the total bill will be paid against satisfactory completion of work against actual measurements recorded and certified jointly by HLL Engineer in charge and the Contractors representative.
- Balance 10% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

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.

3. SECURITY DEPOSIT

6.1 On receipt of notification of award, 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.

6.2 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.

6.3 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.

6.4 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe 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.

6.5 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 encashed.

4. EARNEST MONEY

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

7.2 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 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 Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.

7.3 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.
 - (iii) Fail to perform as per the tender conditions.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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. 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.

11. PERFORMANCE GUARANTEE / RETENTION MONEY

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.

12. 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.

13. 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 Purchaser/Owner should be immediately informed for any discrepancy in specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- h. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify 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 the work through some other agency at the expenses of Contractor.
- i. 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.
- j. The Contractor shall have to co-operate with the agencies executing other works in the same area.
- k. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

- l. 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.
- m. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- n. Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

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. 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

16. 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 anything 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

FORMS AND DECLARATIONS

1. 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

Name of Work: Supply , Installation & Commissioning of storage cabinet units to HLL Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana as per Technical Specifications enclosed.

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

2. DECLARATION

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

I/we hereby confirm that we have quoted for all Schedules in the Price Bid as mentioned in the Tender document.

I/we hereby confirm that I/we have NOT BEEN BLACKLISTED by any Central/State Government Departments or Central/State PSU's or local bodies or other Govt authorities.

I/we have not 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.

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

3. COMPLETION PERIOD

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

Supply , Installation & Commissioning of storage cabinet units to HLL Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana 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 **2 weeks** from the date of notification of award / date of clearance, whichever is later

SIGNATURE OF THE BIDDER WITH SEAL

4. REQUISITION FORM FOR PAYMENT

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- at <Name of Branch>----- with
<IFSC Code> _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

SCHEDULE III

SCHEDULE OF ITEMS

Name of Work: Supply Installation & Commissioning of storage cabinet units to HLL Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana.					
Item No	Item Description	Quantity	Unit	Rate (₹)	Amount (₹)
1	Over Head Wooden Storage Cabinet: Providing and fixing of fully covered and partitioned over head wooden storage cabinet units on existing wall having 450mm height x 300mm depth made up of good quality 18mm thick prelaminated MDF with one side decorative lamination and other side balancing lamination including anti termite coating on all cuts, corners, joints etc and suitable PVC edge beading on all visible edges with 6mm thick glazed sliding door on front side fixed with sliding wheel on suitable sliding tracks including handles ,locks etc and all required as per the instruction of Engineer in Charge and approved drawings. (Only front elevation will be measured and considered for the payment)	5.00	Sqm		
2	Wooden Pedestal Storage Unit: Supply, installation & commissioning of fully covered movable type pedestal wooden storage unit fixed with caster wheels having size of 450mm length X 700 mm height x 600 mm depth made up of good quality 18mm thick prelaminated MDF with one side decorative lamination and other side balancing lamination including anti termite coating on all cuts, corners, joints etc and suitable PVC edge beading on all visible edges. Two numbers of retractable partitioned drawers on the top and partitioned storage space on the bottom with swing door having sufficient auto close hinges including individual handles ,locks etc for drawers and swing door and all required as per the instruction of Engineer in Charge and approved drawings .	16	Nos.		

Name of Work: Supply Installation & Commissioning of storage cabinet units to HLL Diagnostic Lab Facility at Old MCG Office, Sector-39, Gurugram, Haryana.					
Item No	Item Description	Quantity	Unit	Rate (₹)	Amount (₹)
3	Wooden Cupboard Unit: Supply, installation & commissioning of fully covered floor mounted wooden cupboard unit of size of 900mm length X 2100 mm height x 400 mm depth partitioned to 5 equal storage space, made up of good quality 18mm thick prelaminated MDF with one side decorative lamination and other side balancing lamination including anti termite coating on all cuts, corners, joints etc and suitable PVC edge beading on all visible edges with two numbers full height swing doors including sufficient auto close hinges, individual handles ,locks etc all required as per the instruction of Engineer in Charge and approved drawings .	4	Nos.		
TOTAL AMOUNT (₹)					
APPLICABLE GST @ 18% (₹)					
GRAND TOTAL (Including GST @ 18%)(₹)					

I agree to supply the scheduled items at the rates quoted by me as above .

SIGNATURE & SEAL OF THE BIDDER