

**GOA ANTIBIOTICS & PHARMACEUTICALS LTD**

(SUBSIDIARY OF HLL LIFECARE LIMITED

A GOVERNMENT OF INDIA ENTERPRISE)

NEAR TUEM INDUSTRIAL ESTATE

TUEM, PERNEM-GOA. 403512

PH NO. 0832 2201416/7

FAX NO. 0832 2201278

WEBSITE : [www.gaplgoa.com](http://www.gaplgoa.com)

**CHAPTER - 04**

**BID DOCUMENT**

IFB: GAPL/TENDER/CAP/006/2017-2018/ DT. 14.02.2018



**TENDER FOR SUPPLY, INSALLATION, COMMISSIONING  
AND TESTING OF HVAC SYSTEM**

## SECTION I

IFB: GAPL/TENDER/CAP/006/2017-2018/

DT. 14.02.2018

### TENDER NOTICE

Goa Antibiotics & Pharmaceuticals Ltd (GAPL) hereby invites sealed bids (under two Bid system) from eligible bidders for the supply, installation & commissioning of HVAC System at factory address Near Tuem Industrial Estate, Tuem, Pernem, Goa - 403512. Amendments if any to this tender will be published only in GAPL website.

Sr No.	Equipment Description	Qty in no	EMD Rs.
1	<b>SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DOUBLE SKIN AIR HANDLING UNIT((REFER DESCRIPTION OF WORK – USER REQUIREMENT SPECIFICATIONS) BY UTILIZING EXISTING DUCTING OF HVAC SYSTEM</b>	<b>10</b>	<b>100000.00</b>

#### A.INTRODUCTION

##### 1. Eligible Bidders

- 1.1 Only bidder engaged in supply, installation & commissioning works of HVAC eligible to participate in the tender.
- 1.2 The bidder should have a **minimum 5 years’ experience in the field of Supply, Installation, Testing and Commissioning of AHU/or supply of the similar equipments.**
- 1.3 Bidder should have good financial background proven by balance sheet of three immediate previous financial years showing profit.

Sl. No.	Minimum Eligibility criteria	Narrations Other than Tender No.
1	Experience	Should have a minimum of 5 years' experience in supplying, installing & commissioning of similar HVAC System in Pharmaceuticals manufacturing unit.
2	Licenses/Registrations for undertaking, supply and installation contracts	Bidder who participates in the tender must produce their valid Registration certificate with appropriate authority. Item wise Technical compliance sheet to match the technical specification prescribed in this tender.
3	Quality Certifications	Should have necessary valid Quality/System Certifications as applicable to match technical specifications/ requirements of HVAC System wise as in the tender.
4	Good financial capability necessary to perform the Contract	1. Annual Turnover Statement preceding last 3 years (Certified by the Chartered accountant). <b>The turnover should be atleast Rs. 200 Lakhs in any one of the last 3 financial years.</b> 2. Client list to whom similar HVAC Systems are supplied in the last five years. 3. Copies of minimum three purchase orders of the similar HVAC System supplied / commissioned in the last three financial years to be attached with technical bid.

2. (a) **PRE BID MEETING AT GAPL FACTORY ON 21.02.2018 AT 1500 HRS**
- (b) **LAST DATE AND TIME FOR RECEIPT OF BIDS IS 02.03.2018 AT 1500 HRS**
- (c) **TIME AND DATE OF OPENING OF TECHNICAL BIDS IS 02.03.2018 AT 1600 HRS**
- (d) **TIME AND DATE OF PRICE BID WILL BE INFORMED LATER.**

## **B. THE BID DOCUMENT**

### **3. Contents of Bid Document**

- 3.1 The HVAC Systems required, bidding procedures and contract terms are prescribed in the Bid document.
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### **4. Clarification of Bid Document**

- 4.1 A prospective Bidder requiring any clarification of the Bid Document may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bid Document which it receives not later than 3 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders who have received the bid document.

#### **5. Amendment of Bid Document**

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by an amendment.

### **C. PREPARATION OF BID**

#### **6. Language of Bid**

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### **7. Documents Comprising the Bid**

Following documents and forms are to be comprised

- a) Tender Fee : DD for Rs. **1180.00** (inclusive of tax) drawn from any nationalized /scheduled bank in favor of Goa Antibiotics & Pharmaceuticals Ltd, payable at Goa, is to be attached towards tender fee.
- b) EMD as detailed in section I under tender notice of this bid document in form of DD, drawn from any nationalized / scheduled bank in favor of Goa Antibiotics & Pharmaceuticals Ltd, payable at Goa. The EMD shall be refunded to the non-responsive bidders within 30 days from the date of opening of financial Bid. The Tender received without EMD will be rejected.
- c) SSI / MSE 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. But the Party has to provide Security deposit if Tender is awarded to them.

- d) The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled, wherever necessary as per the instructions given.
- e) Duly attested copies of quality certificates for the products, quality system certifications as specified in technical specification. Item wise **Product catalogue/Detailed printed literature to prove the technical specification along with COMPLIANCE SHEET confirming to technical specification should be attached with offer.**
- f) Copy of Annual Turnover, Profit & Loss statement and balance sheet for the last 3 financial years, duly certified by a chartered accountant
- g) Performa for HVAC System and bidder details, duly filled as per section II
- h) Duly filled check list as per section VIII
- l) Duly filled Bid Form and price schedule in separate sealed envelope.

## 8. Bid Prices

- 8.1 The Bidder shall indicate in the Price Schedule, the Unit Prices and Total Prices of the HVAC System it proposes to supply. It shall be inclusive of supply, installation, commissioning and testing, freight, taxes etc.
- 8.2 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 9. Bid Currencies

- 9.1 Prices shall be quoted in Indian Rupees.

## 10. Documents establishing bidder's eligibility and qualifications

- 10.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

## 11. Period of Validity of Bids

- 11.1 Price Bid shall be valid **for 90 days from the date of opening of Price Bid**

## 12. Format and Signing of Bid

- 12.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person(s) signing the bid.
- 12.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the

person or persons signing the bid.

## D. SUBMISSION OF BIDS

### 13. Sealing and Marking of bids

**Separate bids shall be submitted for price bid and technical bids for each HVAC System Individually. The bidders need to submit tender fee as per section I – 7(a) of Rs.1180.00 only irrespective of the number of HVAC Systems quoted.**

13.1 The bidders shall seal **Technical bid** and **Price bid HVAC System wise** in separate covers duly marking the envelopes as **“TECHNICAL BID” - cover “A”** and **“PRICE BID” - cover “B”**. The Bidders shall then place both the envelopes (cover “A” & cover “B”) in an outer envelope.

13.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**The Dy. Manager (Purchase)  
Goa Antibiotics & Pharmaceuticals Ltd,  
Near Tuem Industrial Estate,  
Tuem, Pernem, Goa. 403512.  
Tel: +91-0832-2201416, 2201256  
Email : ttraut@gaplgoa.com**

The outer & inner envelope shall bear the Invitation for bids (IFB) number, and A Statement:

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DOUBLE SKIN AIR HANDLING UNIT, AT GOA ANTIBIOTICS & PHARMACEUTICALS LTD, NEAR TUEM INDUSTRIAL ESTATE, TUEM, PERNEM, GOA, and also “DO NOT OPEN BEFORE 1500Hrs. ON 02.03.2018 with IFB NO: GAPL/TENDER/CAP/006/2017-2018/ DT. 14.02.2018.**

The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late/disqualified”.

- (a) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- (b) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation for Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (c) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **14. LATE BIDS**

- 14.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

- 15.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 13. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 15.3 No bid may be modified subsequent to the deadline for submission of bids.
- 15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

#### **E. BID OPENING AND EVALUATION**

##### **16. Opening of Bids by Purchaser**

- 16.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 1600Hrs on 02.03.2018 at the following location:

Goa Antibiotics & Pharmaceuticals Ltd,  
Near Tuem Industrial Estate,  
Tuem, Pernem, Goa. 403512  
Tel : 0832 2201416. 2201256.  
Email: [ttraut@gaplgoa.com](mailto:ttraut@gaplgoa.com)

- 16.2 The bidder's 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 the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 16.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 14.
- 16.4 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" and the date and time will be intimated to bidders whose bids are qualified and responsive.

- 16.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the equipment. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

## **17. CLARIFICATION OF BIDS**

- 17.1 During evaluation of bids, the Purchaser may, 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 prices or substance of the bid shall be sought, offered or permitted.

## **18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 18.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

## **19 PRELIMINARY EXAMINATION**

- 19.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 19.2 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 corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, their bid will be rejected.
- 19.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 19.4 Prior to the detailed evaluation, pursuant to Clause ITB 16, the purchaser 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 all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and



Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 19.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **20. EVALUATION AND COMPARISON OF BIDS**

- 20.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 20.2 The purchaser's evaluation of a bid will take into account the bid price including all costs as well as duties and taxes paid or payable and price of incidental services, if any, handing over same to the purchaser to the extent and in the technical specifications:

## **21. CONTACTING THE PURCHASER**

- 21.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.
- 21.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

## **22. INSPECTION AND TESTS**

- 22.1 The Purchaser or its representative shall have the right to inspect and/or to test the HVAC System to confirm their conformity to the Contract at no extra cost of the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 22.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the HVAC System final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 22.3 Should any inspected or tested HVAC System fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected HVAC System or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 22.4 The Purchasers right to inspect, test and, where necessary, reject the HVAC System' arrival in at site shall in no way be limited or waived by reason of the HVAC System having previously been inspected, tested and passed by the Purchaser or its representative prior to the HVAC System dispatched.

## **F. AWARD OF CONTRACT**

### **23. AWARD CRITERIA**

- 23.1 The Purchaser 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.
- 23.2 In case of Sub-Contractor engaged in the Installation, details of the Sub-Contractor, name of person engaged in works has to be submitted to purchaser. The legal and statutory requirement responsibility of the Sub-Contractor and the engaged workman is the responsibility of supplier.
- 23.3 The successful bidder has to furnish the security deposit of 5% of the contract value within two weeks of the notification of the award failing which EMD will be forfeited and the award will be cancelled.

### **24. PERFORMANCE SECURITY**

- 24.1. The supplier shall furnish Performance Security to the Purchase for an amount equal to TEN percent (10%) of the total value of the contract, valid up to 60 days after the date of completion of one year warranty period / all contractual obligation by the supplier, including the warranty obligation, initially valid for a total period of minimum 14 months from the date of commissioning or the acceptance of the HVAC System.
- 24.2 The Performance security shall be denominated in Indian Rupees.
- a) It shall be in any one of the forms namely Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favor of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (60) days beyond 1 year Warranty Period from the date of installation.

### **25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

- 25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of HVAC System and services originally specified in the bid document without any change in unit price or other terms and conditions within the bid validity period.

### **26 INSTALLATION DESTINATION**

- 26.1 The packing, marking and documentation within and outside the packages shall be done at responsibility and cost of bidder.

### **27 DELIVERY AND DOCUMENTS**

- 27.1 **Details of destination and Quantity:** The above mentioned quantity to be supplied and installed at GAPL, Near Tuem Industrial Estate, Tuem, Pernem, Goa - 403512. Delivery of the HVAC System shall be made by the successful bidder in accordance with the terms specified in

the purchase order by the Purchaser. The documents like warranty certificate, test certificate, Invoice in duplicate and also other documents DQ/IQ/OQ/PQ protocols, as applicable, have to be furnished by the supplier as specified in the purchase order, along with each dispatch.

**27.2 Delivery destination:**

**GAPL, NEAR TUEM INDUSTRIAL ESTATE, TUEM, PERNEM, GOA. 403512**

Sr No.	Description	Qty in no
1	<b>SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DOUBLE SKIN AIR HANDLING UNIT(REFER DESCRIPTION OF WORK – USER REQUIREMENT SPECIFICATIONS) BY UTILIZING EXISTING DUCTING OF HVAC SYSTEM</b>	<b>10</b>

**28. DELAYS IN DELIVERY OF HVAC SYSTEM**

- 28.1 Supply, Installation, Commissioning and testing of Double Skin Air Handling Unit by utilizing existing ducting of the HVAC System shall be completed by the Supplier within 75 days from the date of placing the Letter of indent / Purchase Order.
- 28.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement/purchase order.
- 28.3 If the Supplier fails to deliver any or all of the HVAC System or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order/tender.

**29. WARRANTY**

- 29.1 This warranty shall remain valid for **One year** after installation of HVAC System or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 29.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each HVAC System until the HVAC Systems are repaired and commissioned to the satisfaction of the Purchaser.

**30. PAYMENT TERMS**

- 30.1 40 % payment shall be made on receipt and acceptance of HVAC System at the delivery destination.
- 30.2 30 % payment shall be made on completion of work shifting of old HVAC and installation of

new HVAC System.

- 30.3 20% within 30 days on submission of the validation report and acceptance of HVAC system by GAPL.
- 30.4 Balance 10% of the invoice value shall be paid on completion of the warrantee period.
- 30.5 Test Reports (wherever applicable) are to be submitted on the completion of the installation of HVAC

### **31. PATENT RIGHTS**

- 31.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the HVAC System or any part thereof in India.

### **32. INCIDENTAL SERVICES**

- 32.1 The supplier may be required to provide any or all of the following services, including additional services, if any, as specified.
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied HVAC System.
  - (b) Furnishing of detailed operations and maintenance manual for each HVAC System.
  - (d) Performance or supervision or maintenance and/or repair of the supplied HVAC System, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied HVAC System.

### **33. CONTRACT AMENDMENTS**

- 33.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **34. ASSIGNMENT**

- 34.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

### **35. LIQUIDATED DAMAGES**

- 35.1 If the Supplier fails to deliver any or all of the HVAC System or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed HVAC System or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified if any. Once the

maximum is reached, the Purchaser may consider termination of the Contract.

35.2 **Penalty** : At the rate of 0.5% per week as per the various terms and conditions of this contract subject to a maximum of 10% of the total contract value, for delay beyond the agreed period.

### **36. TERMINATION BY DEFAULT**

36.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

(a) if the Supplier fails to deliver any or all of the HVAC System within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or

(b) if the Supplier fails to perform any other obligation(s) under the contract.

36.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, HVAC System or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar HVAC System. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### **37 FORCE MAJEURE**

37.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

37.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **38. TERMINATION FOR INSOLVENCY**

38.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### **39. RESOLUTION OF DISPUTES**

39.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

39.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

39.3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be in appropriate court in – Goa.

**SECTION II**

**PROFORMA FOR HVAC SYSTEM AND QUALITY CONTROL EMPLOYED BY THE  
MANUFACTURER**

**IFB NO: GAPL/TENDER/CAP/006/2017-2018/**

**DT. 14.02.2018**

**(Please attach detailed proforma incorporating the information given below)**

BID NO.....

DATE OF OPENING.....

NAME OF THE BIDDER:.....

**1. Name & Full address of the Bidder:**

(a) PAN No

(b).GST No

(c) Any other details

2. (a) Telephone No.

Office/Factory/Works

(b) Fax No.

Office/Factory/Works

(c) e-mail address

3. Location of the Bidder /manufacturer

4. Specify whether SSI / MSE unit

5. Whether HVAC System are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.

**PLACE:**

**NAME AND SIGNATURE OF THE BIDDER**

**DATE:**

**(WITH OFFICE SEAL)**

**SECTION III****TECHNICAL SPECIFICATION**

<b>Sr.No.</b>	<b>Description</b>	<b>Qty in no</b>	<b>Remarks</b>
<b>01</b>	<b>SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DOUBLE SKIN AIR HANDLING UNIT( REFER DESCRIPTION OF WORK – USER REQUIREMENT SPECIFICATIONS) BY UTILIZING EXISTING DUCTING OF HVAC SYSTEM</b>	<b>10 NOS</b>	<b>Enclosed User Requirement Specifications</b>



**SECTION IV****IFB NO: GAPL/TENDER/CAP/006/2017-2018/****DT. 14.02.2018****INDEMINITY CLAUSE**

If the supplier fails to execute the order within the time prescribed for the delivery of HVAC System ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of HVAC System at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier.

Responsiveness of the Bid shall be at the discretion of GAPL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by GAPL shall be summarily rejected.

The decision of GAPL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

**PLACE:****NAME AND SIGNATURE OF THE BIDDER****DATE:****(WITH OFFICE SEAL)**

**SECTION V****IFB NO: GAPL/TENDER/CAP/006/2017-2018/****DT. 14.02.2018****DECLARATION**

I / WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities includes; transportation, loading, unloading and other technical work for the installation of the HVAC System at the designated site as per the contract / purchase order, at Tuem, Pernem, Goa.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

**PLACE:****NAME AND SIGNATURE OF THE BIDDER****DATE:****ADDRESS:****(WITH OFFICE SEAL)**

**PRICE SCHEDULE SECTION VI**

S. No.	Item Description	Qty	Brand/Model	Ex-factory price ( <b>Basic Unit Price</b> exclusive of all levies & charges)	Installation & Commissioning	GST		Freight & Insurance		Unit Price inclusive of all levies & charges (Column No. e+f+h+j)  in Rs	Total Price (c x k)
						%	Amt	<b>FOR</b> Delivery destination			
								%	Amt.		
a	b	c	D	E	f	g	h	I	j	k	L
1											

**Total amount in words:** \_\_\_\_\_

**Delivery schedule: within 60 days from the date of release of LOI/PO**

NOTE: 1) The columns may be filled as is applicable in each case.

2) **Product catalogue along WITH COMPLIANCE SHEET confirming to technical specification should be attached with offer.**

3) **List of optional accessories with rate, to be attached to price bid as separate sheet.**

**Date :**

**Seal and Signature of the bidder**

## SECTION – VII

**BID Ref No.:**..... **Dated** .....

### **BID FORM** **(Item-wise separately to be enclosed)**

**Item :** .....

Having examined the Bidding documents, including amendments of which is hereby acknowledged, I/We, the undersigned, offer to execute the contract including the supply and service of the goods (For GAPL, Subsidiary of HLL Lifecare Ltd, A Government of India Enterprise) Near Tuem Industrial Estate, Tuem, Pernem, Goa) in full conformity with the said bidding documents for the sum of :

In Fig :

In words :

(Hereinafter called “The total bid price) or such other sums as may be determined in accordance with the terms and condition of the contract. The above amounts are in accordance with the price schedule attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Bidding documents.

We agree to abide by this bid, for the Bid Validity period specified in the Tender Enquiry Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated:

Signed by:

In the capacity of:

**SECTION VIII  
CHECK LIST**

Sl. No.	Documents	Page No.	Remarks
1	Tender Fee in the form of DD drawn in favor of Goa Antibiotics & Pharmaceuticals Ltd, Payable at Goa.		
2	EMD in the form of DD drawn in favor of Goa Antibiotics & Pharmaceuticals Ltd, Payable at Pernem / Bank Guarantee.		
3	Duly filled proforma showing details of HVAC System and Quality Control employed by the manufacturer as per section II.		
4	Item-by-item compliance statement on the Purchaser's Technical Specifications with statement of deviations and exceptions, if any, to the provisions of the Technical Specifications.		
5	The letter of authorization indicated by written power-of-attorney signing the bid document.		
6	Annual turnover statement for last 3 years certified by the Auditor.		
7	Client list of similar HVAC System supplied/ installed & commissioned in last five years and copies of minimum three purchase order of last three years.		
8	Indemnity clause as per SECTION IV.		
9	Declaration as per SECTION V.		
10	BID FORM VII		