

**Indian Drugs & Pharmaceuticals Ltd.**

**CIN No. U24231HR1961GOI003418**

Plant Office- Old Delhi Gurgaon Road  
Dundahera- Gurgaon (Haryana)  
(A Govt. of India Undertaking)  
(Tel: 0124-2455516, Fax: 0124-2455519)

**NOTICE INVITING TENDERS (NIT)**

Tender Enquiry No.: **IDPG/MM-3/Dry Syrup M/C/O7/16**

Dated: 03.10.2016

Sealed Tenders are invited from reputed manufacturers for supply, installation, testing and commissioning of Dry Syrup filling line (GMP Model) as per specifications mentioned in this tender. Interested parties, fulfilling eligible criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial Bid specifying clearly on the Covers, addressed to **General Manager, IDPL Gurgaon Plant, (Haryana) - Pin 122016**. Bids shall be submitted on or before 1400 Hrs on 18.10.2016 and Technical Bid will be opened on the same date at 14.30 Hrs. Opening date of Financial Bid will be informed later only to those bidders, qualifying in Technical Bid evaluation.

S. No.	Short Description of Item	Estimated Cost in lac	Qty (No.)	EMD (Rs)
1	Dru Syrup Filling line (GMP Model) As per specification attached)	24	1	48000

1. Interested bidders may obtain further information/clarification about this tender from the office of IDPL Gurgaon Plant (Haryana)
2. In the event of any date of receiving / opening tenders, being declared as a holiday /closed day for IDPL Gurgaon Plant (Haryana), the tenders will be received /opened on the next working day at the appointed time.
3. Bidders shall ensure that their tenders complete in all respects, are dropped in the Tender Box placed at IDPL Gurgaon Plant (Haryana) on or before the closing date and time failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time failing which the tenders will be treated as late tender and rejected.
4. The Tender Enquiry Documents are not transferable.
5. All Bids must be accompanied by EMD. Bids without EMD shall be rejected
6. IDPL Gurgaon Plant Management reserves the right to cancel or reject any or all bids at any stage prior to award of contract without assigning any reason.
7. Any dispute arising out of the advertisement shall be subject to the sole jurisdiction at Gurgaon.

**For and on behalf of IDPL Gurgaon Plant**

**General Manager  
IDPL Gurgaon Plant**

## **GENERAL INSTRUCTIONS FOR BIDDERS**

### **Sale of Tender Document:**

- ✦ Tender document can be obtained from Account Department, IDPL Gurgaon Plant on payment of Rs. 500/-(five hundred only) in form of cash or demand draft in favour of IDPL Gurgaon, payable at Gurgaon, from 10.00 hrs to 16.00 hrs on all working days between 04.10.2016 to 17.10.2016
- ✦ Tender document can also be downloaded from company's website i.e. [www.idpl.gov.in](http://www.idpl.gov.in), and cost of tender document shall be paid in form of DD/ banker's cheque/ pay order in favour of IDPL Gurgaon Plant and must be enclosed to the technical bid.
- ✦ Technical bid without cost of tender/ cash receipt issued by Account Department for cost of tender will be liable for rejection.

### **Last date of submission of bid:**

- ✦ Bids, complete in all respect, shall be submitted at Administration Block, IDPL Gurgaon Plant up to 1400 hrs on 18.10.2016
- ✦ The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. IDPL is not responsible for any postal delay.
- ✦ Unless otherwise specified, the bidders are to deposit the tenders in the tender box kept for this purpose at Administration Block, IDPL Gurgaon Plant.
- ✦ The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.
- ✦ A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

### **Opening of bid:**

- ✦ Technical bid will be opened at 14.30 hrs on 18.10.2016
- ✦ Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by the committee.
- ✦ In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- ✦ Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding bidder's names and addresses.

### **Earnest Money Deposit:**

- ❖ An EMD of Rs48000/- (Forty eight thousand) in shape of Bank Draft from any scheduled bank, in favour of IDPL Gurgaon Plant, payable at Gurgaon, must be attached with the technical bid.

OR

EMD may be furnished in form of bank guarantee (as per format given in section-VII) issued by any scheduled bank in India for Rs48000/- (Forty eight thousand) Bank guarantee shall be unconditional and valid for minimum six months from the date of opening of technical bid

- ❖ Unsuccessful bidder's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from bidders.
- ❖ Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its

tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

**Award of Tender:** - The tender will be awarded to Lowest (L-1) bidder

**Performance Security cum Warranty Bond:**

- ❖ Successful bidder will have to submit performance security cum warranty bond in the form of Demand Draft drawn on any scheduled bank in India or bank guaranty issued by any scheduled bank amounting to 5% of supply/work order value within 15 days of placement of supply/work order.
- ❖ The bank guaranty shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of all contractual obligations by the contractor, including the warranty & one year service, initially valid for the period of 30 months from date of supply/work order. In the event of any failure/default of the supplier, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- ❖ Performance security cum warranty bond shall be returned to the party after completion of validity period and shall bear no interest.

**Eligibility Criteria:**

- Only Machinery/equipment Manufacturers/authorized dealers can participate in this Tender.
- The bidder should have supplied and installed similar machine/equipment compliance to WHO-GMP meeting major specification parameters of this tender document, at least one during the last two years, ending 31<sup>st</sup> March of the previously financial year. . (Bidders are required to enclose the copies of Purchase Orders from the client as a proof of having executed such order)
- The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Bid.

**List of documents:**

Technical bid should consist of following documents:-

- Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
- Profile of bidder and literature of equipment, with technical specifications, bidder intend to quote for.
- Cash receipt issued by account department of IDPL Gurgaon Plant for cost of tender or DD of Rs 500/- from any scheduled bank, in favour of IDPL Gurgaon Plant payable at Gurgaon.
- EMD as mentioned.
- Power of Attorney/Authorisation in favour of signatory of TE documents
- Last three years audited financial statement (balance sheet and profit/loss a/c) along with Certificate issued by C.A (in original), regarding confirmation of audit, and turnover & net worth of the bidder and income tax returns for the last three financial year.
- Documentary evidence (purchase order and certificate of successful installation and commissioning of equipment, issued by purchasers)
- Copy of PAN Card.
- Service Tax No with proof of allotment.
- Sales Tax No / TIN No with proof of allotment.

**Some Important points for Bidders:-**

- All these documents must be numbered, signed & stamped by Authorised Person and submitted along with Technical Bid. Non submission of any of the above documents may lead to rejection of the tender.
- Price Bid should be submitted as per the Price Bid Format. If the bidder submits the Price Bid in his own format and as a result of that if any ambiguity is created in comparison of offers/rates with other bidders, his bid will be liable to rejection.
- Price Bid should consist of party's quoted rates duly signed and stamped by authorized person.
- Rates quoted should include all taxes and duties, transportation, Insurance, Loading/ Unloading etc. except Service Tax. Service Tax will be reimbursed as applicable.
- A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- Tender sent by fax/telex/cable/electronically shall be ignored.
- Bidders are advised to go through all the contents of bid document with due care to avoid rejection of their bids due to overlooking the bid's required documents and terms & conditions.
- Cutting/modification/overwriting in the tender form will not be accepted.

**Tender Validity**

If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial tenders prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

**Rights**

At the time of awarding the contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the bidder.

If the quantity has not been increased at the time of the awarding the contract, the Company reserves the right to increase the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

**Terms and Mode of Payment**

Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in following manner:-

- 15 % of the contract value will be paid as advance, within 15 days from date of submission of Bank Guarantee (BG) of any scheduled bank in India for an amount equivalent to the amount of advance which shall remain valid for a period of 6 (six) months beyond the scheduled date of commissioning of machine.
- 60% of contract value will be paid, within 15 days from receipt of equipment/ material at site in good condition.

- Balance 25 % of contract value payment would be made, within 15 days from successfully installation and commissioning of machinery/equipment.
- The bidder shall not claim any interest on payments under the contract.
- Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the bidder at rates prescribed in I T Rules from time to time.

### **Completion Period for Supply, Installation and Commissioning**

Bidder will be responsible for supply, installation, testing & commissioning within three months from the date of awarding Purchase Order or Work Order as the case may be.

### **Warranty**

- The bidder will provide full and complete warrantee for one year trouble free performance from the date of successful commissioning.
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Warranty will cover all accessories and the items.
- Replacement and repair will be under taken for the defective goods to the full satisfaction of the purchaser/Consignee.
- The supplier shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

### **Sub Contracts**

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Purchaser's prior written permission.

### **Delays and Extension of Time**

If in the opinion of the Company the supplies/installation/commissioning are delayed or are expected to be delayed because of any of the following reasons, the supplies/installation/commissioning period may be extended by such period as may be mutually agreed upon:

#### **Force majeure**

- Reason of any exceptionally inclement weather (if acceptable to the Company)
- By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, through the Contractor's own default.
- By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.
- By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.
- By reason of Company instructions.

If and whenever it becomes reasonably apparent to the supplier that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause or causes of such delay. Where the cause or causes of delay refers to any agency other than the supplier, a copy of such notice shall be sent to them also.

### **Penalty / Damages for delay**

If the supplier fails to supply, install and commission the machinery/equipment within the schedule agreed upon, then the company will deduct from the supplier's bills/ Security by way of penalty /liquidated damages a sum equivalent to 0.5% of the value of contract for each week's delay subject to a maximum of 5% of the value of the contract.

### **Arbitration:-**

- If dispute or difference of any kind shall arise between the Company and the bidder/firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- Any dispute arising out in this connection will be subject to Gurgaon Jurisdiction only.

### **General/ Miscellaneous Clauses**

Bids should be submitted in sealed envelopes as mentioned below:

#### **Cover (A)**

Sealed envelope consisting of all the documents as required as per this tender document. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as "COVER-A" "Tender No. **IDPG/MM-3/Dry Syrup M/C/07/016/** Dated: 03.10.2016" "Technical Bid".

#### **Cover (B)**

Sealed envelope consisting of different envelope/s of Price Bid/s, as required as per this tender document .Cover should be superscripted as "COVER-B" "Tender **IDPG/MM-3/Dry Syrup M/C/07/16** Dated: 03.10.2016." "Price Bid".

#### **Cover (C)**

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "COVER-C" "Tender No. IDPL **IDPG/MM-3/Dry Syrup M/C/07/16** Dated: 03.10.2016

### **VISIT TO SITE**

The bidders should visit the site and satisfy themselves as to the accessibility thereof, the local conditions, the construction and occupation of the building, the full extent and nature of the operations, the conditions affecting the supply of labour, carriage, carting, unloading, storage and safe custody of materials, scaffolding, tackle and tools, supply of light, power and water for installation and commissioning of machinery/equipment. Claims on grounds of want of knowledge in such respects or otherwise shall not be entertained.

