

**HARYANA MEDICAL SERVICES CORPORATION LTD,
PANCHKULA**

Tender for the Requirement for the space for Drug warehouse

AT

Ambala, Sonapat and Faridabad

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Tender document sale particulars.

Issued to: _____ on _____

Against Cash/Receipt no./DD No. _____ Dated: _____ Amounting to Rs. _____

Issued by post / by hand. Request Particulars: Letter No. _____ dated _____

Procurement Branch Signature: _____

**HARYANA MEDICAL SERVICES CORPORATION LTD,
PANCHKULA**

Tender for the Requirement for the space for Drug warehouse

AT

Ambala, Sonapat and Faridabad

Bid Ref. No.

Date of commencement of Sale of : 13/01/2015
Bidding documents

Last date for Sale of Bidding : 02/02/2015
Documents

Last date for receipt of Bids : 02/02/2015

Date of opening of Bids : 03/02/2015

Place of opening of Bids : Conference Room , HMSCL, Bays No 59-62 , sector 2,
Panchkula

Address for Communication : Managing Director ,HMSCL, Bays No 59-62 , sector
2, Panchkula

**HARYANA MEDICAL SERVICES CORPORATION LTD,
PANCHKULA**

Tender for the Requirement for the space for Drug warehouse

AT

Ambala, Sonapat and Faridabad

A) The Sealed Bids in two separate covers (Technical bid and Price bid) in duplicate will be received till 12:00 noon, 02/02/2015 by the eligible bidders for the requirement of space for the purpose of warehouse for the storage of Drugs at Ambala, Sonapat and Faridabad,. The Envelope should clearly mention on the top" Tender for the space for Drug ware house at(Name of the Location) “:-

1. **Qualification Criteria for Eligible Bidders:** The bidder shall be Original owner/ Authorised person with valid Power of Attorney to execute deed on behalf of original owner as per the detailed terms and condition given below:
 - (a) The space quoted should be ideally having the carpet area 10000- 15000 sqft. preferably on the ground floor or if the bidder quoting for the space have multiple floors then there should be provision of carriage Lifts to be used for the purpose of Drug warehouse for the Hospitals/ Medical colleges for Govt of Haryana .
 - (b) The Building/ Godown shall have proper demarcated area for loading and unloading purpose.
 - (c) The building should have concrete/ tiled floor .
 - (d) The Building/ Godown should have separate well built office area.
 - (e) Rent Deed shall be excuted between the department and the owner, the charges if any shall be beared by the bidder.
 - (f) The space quoted by the Bidder should not have any seepage , dampness in the area. The firm should confirm three phase electrical connection with proper earthing . There should be provision for proper tube light and electrical fan required for the warehouse . In case three phase connection is not available, the bidder must give affidavit in support thereof that the bidder ensures that the connection shall be provided within 30 days.
 - (g) The minimum height of the Building/Godown shall be 12 feet (floor to ceiling).
 - (h) Electrical and water charges will be borne by the HMSCL

- (i) The Building / Godown should have proper boundary wall at least 8 feet height , if not available then the bidder should submit affidavit that the boundary wall shall be provided within 30 days.
- (j) All Relevant statutory clearances required for the purpose for commercial usage of Building/godown shall be provided by the bidder at the time of the bid.
- (k) The finalized firm shall be liable to provide all fire safety equipments required for the building/ godown as per the norms, in case the fire equipments not available, the firm shall provide within one month after allocation along with NOC from the fire deptt.
- (l) Approved map for the building/Godown shall be provided with the tender document.

- 2 A complete set of bidding documents may be purchased by any interested bidder on submission of written application and upon payment of a non refundable fee as indicated in the Notice inviting tender in the form of Demand Draft drawn in favour of Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula .Bidding documents may be obtained from the above office between 9:00 a.m. to 5:00 p.m. on all working days either in person or by post.
- 3 Bidder should read all the terms and conditions of the bid document properly before submitting the tender.
- 4 All bids must be accompanied by a bid security in the form of Earnest Money Deposit (EMD) amounts to Rs 50000/- (Fifty thousand only) as specified in the bid document and must be furnished with the bid.
- 5 Bids will be opened in the presence of bidders/their representatives who prefer to attend on the specified date and time.
- 6 At any time prior to the date of submission of bid, Managing Director ,HMSCL, Panchkula may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and that will be binding on them. In order to allow reasonable time, for taking the amendment into account, Managing Director, HMSCL, Panchkula may at its discretion, extend the date and time for submission of bids.
- 7 The bid and all correspondence and documents shall be in English Language.
- 8 Interested eligible bidders may obtain further information from the office of the Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula.
- 9 The bidder/ firm should not have been blacklisted/debarred by any State Govt. Organization or Central Govt. organization. The bidder should also submit an affidavit

that the bidder has not been blacklisted/debarred by any state Govt./Central Govt. Organization.

- 10 Annual repairs including complete white washing and Painting etc will be done by the owner at their own cost, otherwise 5% of annual rent will be deducted for annual maintenance.
- 11 The bidder shall provide the Lift in the warehouse of suitable capacity for loading /unloading of material and confirm that the lift should remain functional 365 days and 24x7 in a year. The repair and maintenance cost should be borne by the owner of the warehouse.
- 12 The Bidder should furnish the income tax returns of three years i.e. AY 2011-12, 2012-13, 2013-14.

TECHNICAL BID (Cover - A)

- 13 The bidder should furnish, along with bid, the following for the items tendered in a separate cover hereafter called "**Cover A**".
 - a) Bid Security (Earnest Money Deposit) for the quoted items for the amount mentioned against each item in the Notice Inviting Tender in the form of Bank/Demand Draft drawn in favour of Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula.
 - b) Authorization like power of attorney, resolution of board, for the senior officer of the company who has signed the tender documents and the bid. In case of partnership firm authority like power of Attorney for the partner who has signed the bid and in case of sole proprietorship/owner the bid should be signed by the sole proprietor/owner.
 - c) Declaration Form in **Annexure-V** for acceptance of all Tender conditions.
 - d) The tender schedule signed by the bidder at all pages with office seal.

- 14 The above documents should be submitted in a separate cover superscribed as "**Cover A**", **Tender for** space for the purpose of warehouse for the storage of Drugs at Ambala, Sonapat and Faridabad,.

PRICE BID-COVER-"B"

- 15 Bid should be clearly typewritten and every correction in the bid should invariably be attested with full signature by the bidder with date, failing which the bid will be ineligible for further consideration. There should be no overwriting/Corrections with fluid.
- 16 The rate quotation of the quoted item should be submitted in a separate sealed cover Super scribed as "**COVER "B"** - space for the purpose of warehouse for the storage of Drugs at Ambala, Sonapat and Faridabad,.
- 17 a) The Bidder should quote rate/square ft. and also specify the taxes/charges , if any as extra. The bid should be evaluated on the basis of basic cost per square ft + taxes/charges.
- b)Each page of the price bid should be duly signed by the bidder with office seal.

"Cover B" should also be addressed to the Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula

PROCEDURE FOR SEALING AND SUBMISSION OF BIDS

- B) The Cover A in original and Cover B in duplicate should be sealed separately, and both these covers shall be kept in a single sealed cover. The bids should reach the Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula on or before the date and time specified. The Covers should be sealed and submitted as per following procedure :-**
- Technical Bids (Cover "A" Original) Sealed envelop**
Price Bids (cover "B" Original) Sealed envelop
Price Bid (Cover "B" Duplicate) Sealed envelop
- C) *All the above separately sealed covers should be put in one single sealed envelop and Superscribed Tender (Cover "A" and Cover "B") for supply of* space for the purpose of warehouse for the storage of Drugs at Ambala, Sonapat or Faridabad,.**
- a. Bids will be opened at on the date and time specified in the presence of the representatives of the bidders who prefer to attend the bid opening.

- b. Cover "B" of the bidders meeting eligibility criteria , evaluated on the basis of the details furnished by the bidders in cover "A" will alone be opened and the date and time of the opening of Cover "B" will be intimated to only such eligible/short listed bidders.

BID SECURITY (EARNEST MONEY DEPOSIT)

Each bid must be accompanied with a bid security (EMD) for the amount of ₹ 50000/- in the form of Demand Draft favouring Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula **Bid security submitted in any other form will not be accepted.** Any bid submitted without Bid Security in accordance with this clause will be rejected.

This Bid Security amount of the successful bidder will be retained by Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula till the completion of the tender process/period. The Bid Security of unsuccessful bidder would be returned after finalization of the tender. The Bid Security amount will not carry any interest. If the successful bidder fails to execute the agreement and or deposit the performance security (Security Deposit) within the specified time, or withdraws his bid within the validity period of the bid, this bid security amount will be forfeited. No exemption is available to any organization from submission of bid security and bids not accompanied by the requisite bid security will be rejected out right.

PERFORMANCE SECURITY (SECURITY DEPOSIT)

- D) (I) Performance Security for one time order issued by the Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula
- (i) The Successful bidder shall within 14 days of the issuance of Notification of Award submit Performance Security Deposit equivalent to 10% of the Gross value of Award (inclusive of all taxes)i.e. of the total annual rent . The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms :-
- a) An irrevocable bank guarantee issued by a nationalized/ scheduled bank located in India in the format provided in the Bidding Documents
- b) Bank Draft/Demand Draft drawn in favour of "Managing Director ,HMSCL, Bays No 59-62 , sector 2, Panchkula Payable at Panchkula.
- c) This performance security amount will be refunded after satisfactory completion of warranty period. The performance security amount will

not carry any interest if provided in cash. However if provided in shape of Bank Guarantee the validity of Bank Guarantee should be valid for 60 days beyond the warranty period, the Bank Guarantee valid for a shorter period will be considered as major deviation and could lead to termination of contract and forfeiture of EMD.

PERIOD OF VALIDITY OF BIDS

- E) Bids should be valid for 120 days from the opening of the Technical bids (Cover "A). A bid valid for a shorter period will be rejected as non-responsive. Managing Director ,HMSCL, , Panchkula will make every endeavor to finalize the bids in the original validity period of the bids. However if for any reason, Managing Director ,HMSCL, Panchkula is not able to finalize the tender within the original validity period of the bids, Managing Director ,HMSCL, Panchkula may solicit the bidders consent for an extension in the period of bid validity. A bidder may refuse the request without forfeiting their bid security.

NOTIFICATION OF AWARD

- F) (a) The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be Responsive/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.
- (b) The purchaser will issue notification of Award to the lowest evaluated bidder which will tantamount to formation of Contract and will be governed by all the terms and conditions stipulated in this Bid document.
- (c) The finalized firm shall submit the reasonability of rates for rental from the Govt approved valuer.

INSPECTION

- G) The Managing Director ,HMSCL, Panchkula or his authorized representative(s) have the right to inspect the premises of those bidders who have quoted for this tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also the right to reject the tender or terminate/cancel the orders issued or not to reorder based on facts brought out during such inspections.

- H) The Building/ Godown quoted will be inspected by the inspection team/agency nominated by the Managing Director ,HMSCL, Panchkula before the finalization of tender.

ACCEPTANCE OF TENDER

- I) The acceptance of the tenders shall be communicated to the bidder in writing.

PAYMENT PROVISIONS

- J) **On Delivery:** - 100% rental payment shall be made as per norms on monthly basis on submission of bills to this office.

PENALTIES

- K) Furnishing of any wrong information, declaration , forged documents or false affidavit by the bidder to win the tender may lead to forfeiture of EMD submitted by such bidder and the bidder may also be Blacklisted for participating in any tender floated by the Managing Director ,HMSCL, Panchkula either permanently or for a specified period of time as deemed fit by Managing Director ,HMSCL, Panchkula
- L) If the successful bidder fails to execute the Award and /or deposit the required performance security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposited by him along with his tender shall stand forfeited to the, Managing Director ,HMSCL, Panchkula. and he will also liable for all damages sustained by the Managing Director ,HMSCL, Panchkula .
- M) The Earnest Money Deposit/ Performance Security of the bidder may also be forfeited in case the bidder submitted any wrong information/Affidavit in the bid.**
- N) The Managing Director ,HMSCL, Panchkula will be at liberty to terminate without assigning any reasons thereof, the contract either wholly or in a part. The bidder will not be entitled for any compensation whatsoever in respect of such termination.
- O) The bidder will have to furnish a notice of at least 3 months to MD HMSCL , if the bidder wants to terminate the contract fully or partly before the expiry of the contract.

SAVING CLAUSE

P) No suit, prosecution or any legal proceedings shall be against Managing Director, HMSCL, Panchkula, or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Q) In the event of any dispute arising out the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Panchkula.

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ANNEXURE - I

DECLARATION FORM

I/We _____ have our _____ office at
_____ do declare that I/ We have carefully read all the
conditions of bid documents and hereby agree to all the conditions of the tender document.

Signature :

Date :

Name of the bidder /firm with Address :

Attested By Notary Public:

ANNEXURE -II

PERFORMANCE SECURITY FORM

To:

WHEREAS (Name of Bidder)
hereinafter called "the Bidder " has undertaken , in pursuance of Contract No.....
dated,..... 20...for the rental of godown/ building
.....(address) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder , up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address:.....

**PROFORMA OF AFFIDAVIT REGARDING BIDDER NOT
BLACKLISTED/DEBARRED**

I _____ S/O,W/O _____,

(Designation of Deponent) of (name and complete address of the bidder firm) is authorized signatory of the firm (Name of the bidder firm) , do hereby solemnly affirm and declare as under:-

That the firm (Name of the firm) or its Directors/Partners/Owners have not been blacklisted or debarred by any Govt. undertaking.

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true to my knowledge and belief and nothing has been concealed therein.

DEPONENT

PROFORMA OF AFFIDAVIT REGARDING QUOTED RATES

I _____ S/O,W/O_____

, (Designation of Deponent) of (name and complete address of the bidder firm) is authorized signatory of the firm (Name of the bidder firm) , do hereby solemnly affirm and declare as under:-

That the rates quoted to Haryana medical services corporation ltd against Bid Reference No. _____ are not higher than those quoted to any other Govt. Undertaking/DGS&D .

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true to my knowledge and belief and nothing has been concealed therein.

DEPONENT

ANNEXURE - III

CHECK LIST FOR TECHNICAL BID IN "COVER-A"

Sr. No.	Particulars	Yes/ No/ NA	Page No.	Remarks
1.	Duly signed & Stamped copy of Tender Document			
2.	EMD in the form of DD shall be kept in an envelop.			
3.	Name of Location Quoted for			
4.	Authorization to a responsible officer of the organization for signing bid documents.			
5.	Copies Income Tax Returns for AY 2011-12, 2012-13 and 2013-14			
6.	Declaration form In Annexure-I for acceptance of all tender conditions.			
7.	Affidavit that Bidder is not blacklisted/ debarred by any Govt. undertaking, Annexure-II			