

NATIONAL COMPETITIVE BIDDING
FOR
CONCLUDING THE RATE CONTRACT
Of
**PLASTIC DROPPER (MEDICAL
GRADE)**

HLL Lifecare Limited

At
Manesar, Gurgaon



HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050
PHONE: 0124-4030949
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HLL Lifecare Limited
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INVITATION FOR BIDS (IFB)

Date : 30.09.2013
IFB No. : HLL/MFG/PUR/OT/RM/03/2013-14

- 1 HLL Lifecare Limited, A Government of India Enterprise intends to conclude annual rate contract(s) on firm and fixed price basis to procure the following as per schedule of requirement in **Annexure-A & A-1**. The rate contract validity will be one year from the date of conclusion of Rate Contract.

Sl No.	Item Description	Annual Estimated Requirement (in Nos.)	Bid Security (in Rs.)
1.	PLASTIC DROPPER (MEDICAL GRADE)	20 Million	1.00 Lakh

2. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule (**Annexure-B**) and (**Annexure-C**) the same should be filled in, signed and returned to this office. A list of questions in **Annexure-D and E** which should be answered is attached, and should be returned along with the tender for our database.
3. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of the **HLL Lifecare Limited, No.71, Sector-7, IMT, MANESAR, GURGAON, Haryana**. A complete set of bidding documents may be downloaded from our website www.lifecarehll.com by any interested eligible Bidder (The bidders who are participating in the bid should enclose the non-refundable fee as indicated below in the form of a Demand Draft in favour of "**HLL HLL Lifecare Limited**", payable at New Delhi/ NCR.

Small scale Units registered with NSIC are exempted from Tender Document fee and payment of Bid Security but Authenticated copy of the valid NSIC certificate for the tendered product should be submitted along with Technical bid of the tender to qualify for such exemption.

Other details are as follows:-

- (a) Price of bidding document (non-refundable) : Rs. 1000.00
(b) Sale of tender document (between 10.30 to 15.00 hrs) : 30.09.2013 to 22.10.2013
(c) Pre bid meeting (IST) at Manesar, Gurgaon : 11.00 Hrs on 09.10.13
(d) Last date and time (IST) for receipt of bids : 14:00 Hrs on 23.10.2013
(e) Date & Time (IST) of opening of Technical bids : 15:00 Hrs on 23.10.2013

Unit Chief,
HLL Lifecare Limited
Plot No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050
PHONE: 0124-4030949
FAX: 0124-4030949

4. The bidders should submit both **Technical bid and Price bid** separately. The technical bid is valid for two years.
5. The incomplete tender is likely to be summarily rejected without any further correspondence.
6. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The Price Bids of Tenderers who do not qualify will be returned unopened.
7. The date & time of opening the Price Bid and the address to which the communication is to be sent will be intimated separately.
8. The completed bids must be received at the office of the **Unit Chief, HLL Lifecare Limited, No.71, Sector - 7, IMT, MANESAR, Gurgaon, Haryana- 122050, India**, on or before time and date given above. It will be the sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before the specified date & time mentioned. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of HLL at the address given in above.
9. In the event of the last date specified for receiving and opening the bids being declared as a closed holiday for HLL's office, the last date for submission of bids and opening of bids will be the following working day at the same venue and time.
11. The bid documents are non transferable.
12. Bid document may also be downloaded from website of HLL (www.lifecarehll.com). If that be the case, the Price of the bid document i.e. Rs.1000 shall be enclosed **along with the Technical Bid** by way of a D.D in favour of HLL Lifecare Ltd payable at New Delhi/NCR. Bids without the 'price of the bid' shall be rejected.

**Unit Chief,
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SCHEDULE TO RATE CONTRACT

1. **Tender Enquiry No. HLL/MFG/PUR/OT/RM/03/2013-14**
THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE- **120 days from the date of bid opening**

2. **PRICE SCHEDULE**

Prices shall be quoted as per the format enclosed at **Annexure-H**. Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as "freight on actual basis" or "taxes as applicable extra" or "packing forwarding extra" will render the bid liable for rejection. Price will remain firm and fixed for all supply orders placed during the currency of Rate Contract.

3. **TERMS OF DELIVERY**

The tenderer shall be responsible to arrange safe delivery of stores, by rail/road free of cost at Manesar, Gurgaon, Haryana, which will be also mentioned in the Supply Order. The rates quoted by the tenderer should include all costs for Free Delivery to Consignee site at destination i.e. at HLL Lifecare Limited, Building No. 71, Sector -7, IMT Manesar, Gurgaon, Haryana.

4. **TENDER DOCUMENT**

The complete tender document consists of:

- (a) Invitation of Tender
- (b) Schedule to tender enquiry along with all Annexures

4.1 **Documents comprising the bid**

The two part Bid, that is, **Techno-commercial/Technical bid** and **Price bid** prepared by the Bidder shall comprise of the following:

- a) **Techno-commercial/Technical Bid (unpriced Bid)**: This should inter alia include the following with page mark referenced on an "Index page" against each for easy identification (for this purpose, the entire bid must be page marked): -
 - i) Bid security furnished in accordance with the schedule of requirements.
 - ii) Detailed technical specifications of items quoted and if applicable, along with Catalogue/Literature, fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices)
 - iii) Statement of Deviations parameter wise from Tendered Commercial conditions, if any
 - iv) Statement of Deviations parameter wise from tendered Technical specifications if any;
 - v) Authority Letter from manufacturer in case Bid is submitted by Agent;
 - vi) Bidders to indicate Name and Address of their Bankers;

- vii) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three financial years duly attested by Chartered Accountant;
 - viii) Documentary evidence in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted & Documentary evidence established that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents; and The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity but without the prices.
 - ix) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The bidder shall also furnish details of equipment and quality control in the enclosed proforma "B".
 - x) Current ITCC /PAN may be enclosed/ indicated along with the bid.
- b) **Price Bid:** The information given at Sr. No.4.1 (a) (ii) and (ix) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum prices as per description given at Clause No.2.

The tenderers are required to submit all the above documents completely filled and signed failing which their offer is liable to be ignored.

BID SECURITY

- 5.1 The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in the Schedule of Requirements (See Annexure -A), in a separate single sealed envelope and shall be marked as 'bid security to tender enquiry for _____(item name).
- 5.1 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s HLL Lifecare Limited, payable at New Delhi/NCR from a scheduled bank or Bank Guarantees in the prescribed format enclosed alongwith this bid document as annexures L & M. When bid security is furnished by the bidder as bank guarantee, the validity of the bank guarantee must be 45 days beyond the validity of bids.

6. SUBMISSION OF BIDS.

6.1 SEALING AND MARKING OF BIDS:

The Bidders shall seal the original and copy of the bids in a separate envelopes duly marking the envelopes, separately as (i) Techno-commercial/Technical Bid (original) (unpriced) (ii) Techno-commercial/Technical Bid Copy (unpriced)) (iii) Price Bid (original) (iv) Price Bid (copy) and (v) Bid security and all these envelopes enclosed in another sealed outer envelope duly marked.

7. QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS

- Only manufacturers or his authorized agent (where manufacturer are not bidding directly against this invitation of bid for the subject goods) having successful track record of manufacturing similar and / or identical goods

for the past 3 years prior to the date of bid opening and having spare capacity for supply of at least 40% of the annual estimated quantity of this tender.

- The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The bidder
 - shall also furnish details of equipment and quality control in the enclosed proforma 'B' (Annexure K). **If the bidder is an authorized agent the details of equipment and quality control of his principals' facility is to be furnished in the enclosed proforma 'B'(Annexure K).**
 - Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract should circumstances warrant such an assessment in the overall interest of the purchaser. The bidder must have satisfactorily manufactured and supplied 20% of quantity of specific goods on cumulative basis in any one year in the previous 3 years.
- **The additional qualification criteria is listed below:**
SUPPLY OF PLASTIC DROPPER (MEDICAL GRADE)
- **Should be a indigenous manufacturer**
 - **Should be manufacturing the plastic dropper (medical grade)with automatic blow moulding machine**
 - **The bidder should have minimum capacity to produce 5.00 million droppers per month and should be in position to spare at least 50% capacity per month for supply to HLL against this bid.**
 - **Should have an experience of at least 3 years in manufacturing of plastic dropper (medical grade) to the medical devices industry.**
 - **Should have produced & sold (on average basis) at least 5 million droppers per annum to the medical devices industry for last three years.**
 - **Should be in a position to deliver the first supply of at least 1.0 million droppers (medical grade) within 30 days of confirmation of our order.**
 - **Packing: Dropper should be packed in air tight / moisture proof corrugated boxes having enough strength to carry 20,000 Nos.in each box. The above quantity is splitted into small bundles of 1000 Nos. before effecting final packing of the same in corrugated boxes.**
 - **Provide proper identification labels on the packages and each package should contain uniform quantity.**
 - **The bidders who have not supplied the tendered material to HLL earlier would be required to submit documentary evidence of being in business for**

tendered product along with satisfactory performance certificate from their customers for the last three years. Such bidders would be subject to satisfactory testing of their samples when ever required.

N. B. Supplier shall submit 100 nos. of samples of identical or other similar products produced by them failing which the tender shall be summarily rejected / ignored.

Miscellaneous:

- (i) The quotation from the bidders should comply with the delivery schedules as specified in the tender.
- (ii) Notwithstanding anything stated above, the purchaser reserves the right assess the bidder's/manufacturer's capability and capacity to perform the contract satisfactorily before deciding on award of contract(s), should circumstances warrant such an assessment in the overall interest of the Purchaser.

Note:

1. Vendors whose name appear in our list of approved vendors shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria and quality of the material is approved for our consumption. The technical qualification evaluation of new vendors will be done as per requirements of qualification criteria for eligibility of firms as per clause 7 as above.
2. The attributes of questionnaires in the annexures enclosed along with the bid document are for our database and for vendor development.
3. In case of bidders participating for the first time in HLL, Manesar for the tendered items, their manufacturing premises and facility will be inspected before evaluating for qualifying in the Technical bid. For approved vendors, the facility may be re inspected after 03 years from the last inspection. However, if approved vendor has relocated its manufacturing facility, it is required to be inspected freshly.
4. The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria as above.

Signature of the tenders
Name in Block letters and the capacity
In which the tender is signed
Address in full:

HLL Lifecare Limited
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Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

SPECIAL CONDITIONS OF CONTRACT

In addition to the general conditions of contract & instruction to tenderers quoting against tender enquiries issued, the following **special conditions of contract** shall be applicable, and would have an overriding effect over the general conditions, in case of any conflict between the two.

1. PERFORMANCE STATEMENT

Tenderers should furnish performance statement for last five years for major high value orders received as per **Annexure I** attached.

2. INSPECTIONS AND TESTS

The inspections and tests may be conducted on the premises of the manufacturer prior to finalization of the contract. Where tests are conducted on the premises of the manufacturer, all reasonable facilities and assistance, including access to testing laboratory, production data etc. shall be furnished to the inspectors at no cost to the purchaser.

The inspection & testing of the stores shall be done at the manufacturers or consignee premises.

Should any inspected or tested goods fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specific requirements free of cost to the purchaser within a period of intimating such rejections. The supplier will be responsible to take back the rejected stores from the consignee and replace with fresh stock duly inspected. The rejected stocks will be handed over by the consignee upon replacement of lots of the rejected stocks.

The purchaser's right to inspect, test and where necessary, reject the goods after the good's delivery to the consignee shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment/dispatch of goods from the place of manufacture.

Nothing in clause 2 shall in anyway release the Supplier from any warranty or other obligations under this contract.

3. LIFE AT THE TIME OF INSPECTION

At the time of offering for inspection, the stocks offered for inspection should not have crossed more than $\frac{1}{6}$ th of the total shelf life, and should have a total shelf life of not less than **2** years from the date of manufacture.

4. INSPECTION AUTHORITY

The Unit Chief, HLL, Manesar Factory, or his authorized representative or as specified in the purchase order.

5 PLACE OF INSPECTION

- (a) At the Manufacturer's/Consignee premises.
- (b) Clearly indicate the full address of manufacturer and the manufacturing premises in their tender

6 WARRANTY

If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of the quantity in stock and the supplier shall replace or cause to replace within a period of 2 months the quantity remaining unused.

The above Warranty will also apply to replacement batches.

If the supplier fails to replace the quantity within two months on being called upon to do so, action in terms of Default Clause shall be taken against the supplier.

7 PERFORMANCE SECURITY

Suppliers shall have to furnish a performance security of 2% of the value of the supply order which will be indicated therein and payable in Bank Guarantee (valid 60 days beyond the delivery period mentioned in the supply order)/demand draft in favour of HLL Lifecare Limited, payable at New Delhi/NCR within 15 days of issue of the purchase order failing which the purchase order will be with drawn and the Rate Contract shall be cancelled at the risk and cost of the supplier.

If the supplier fails to adhere to any of this obligation under the contract, the purchaser reserves the right to forfeit the performance security deposited by the supplier or invoke the Bank Guarantee and forfeit the amount.

8. PACKING AND MARKING

The stores should be securely packed to withstand all hazards of transport. The requirement of packing and marking should be strictly as specified in the specifications.

The packing will also be marked as under

- i) Nomenclature of the stores.
- ii) Manufacturers name and address and License No.
- iii) Date of manufacture. Expiry and Batch No.
- iv) Quantity contained therein.
- v) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.

09. INSTRUCTIONS TO THE TENDERERS

9.1 TENDER VALIDITY

- a) Tenderers should note the period for which the offers should remain open for acceptance. The offers of those firms, who have not kept the validity open till the period stipulated in the tender enquiry, will be treated unresponsive and will be ignored without making any back reference. Discounts given by the firms for any shorter validity than required in the tender document will not be considered and the offers will be considered for rates for full validity only.
- b) Tenderers may note that in the absence of mention of the date up to which the offer has been kept valid; it will be deemed to be valid for the period specified in the schedule to tender enquiry.
- c) If the date up to which the offer is to remain valid for acceptance is or is declared a closed holiday in the purchaser's office, the offer shall remain open for acceptance till the next working day.

9.2 VAGUE OFFER

Offers qualified by vague and indefinite expression such as subject to acceptance or subject to prior sale, will not be considered and will be summarily ignored.

9.3 TELEGRAPHIC/LETTER-HEAD OFFERS

Telegraphic/Fax/e-mail or offers on letterhead shall be summarily rejected.

9.4 ADDITIONAL DOCUMENTS TO BE SUBMITTED ALONG WITH BID

- a. PAN No. /Exemption certificate from income Tax Department.
- b. Last three years annual report/balance sheet and profit & loss account certified by the CA.
- c. Bid fee receipt or demand draft of requisite amount in case the tender set is downloaded from website.
- d. Compliance statement to technical specification should be submitted in the following format:

Item	Specifications as per T.E.	Specifications offered	Compliance (Yes/No)	In case of non-compliance, Deviation From T.E. Specification in unambiguous terms

Please note that non-submission of the above said documents may render your offer liable to be ignored.

- 9.5 Each page of this tender should be signed and returned in token of acceptance of the terms and conditions of the tender enquiry by the Authorized signatory of the company.
- 9.6 A checklist is enclosed as Annexure-J for easy reference which the tenderers are required to go through in their own interest and furnish all information. The checklist should be filled in and signed.
- 9.7 Authority for signing Bid Documents should be submitted along with certificate of incorporation, partnership deed etc. wherever applicable.

10. PAYMENT TERMS

100% payment will be made on proof of inspection, receipt and acceptance of stores in good condition at consignee's place free of cost by the consignee.

11. PERIOD OF THE RATE CONTRACT

Rate Contract shall be for a **period of one year** from date of conclusion of Rate Contract. The tenderers are bound to supply against the supply orders placed during the validity of the rate contract. The validity of the rate contract may be extended further, if agreed upon by both the purchaser and the supplier.

12. DELIVERY PERIOD

Tenderers should quote guaranteed monthly rate of supply in terms of value and time, if any, required to complete supply after placement of order, failing which the tender will be treated as incomplete. The actual delivery date accordingly will be incorporated in the supply order.

13. The purchaser reserves the right to enter into rate contract/parallel rate contracts with one or more tenderers or to place adhoc contracts simultaneously or at any time during the currency of the rate contract with one or more suppliers.

14. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the bills of the supplier, liquidated damages, at the rate of a sum equivalent to 0.5% of the contract price of the delayed goods for each week of delay or part thereof until actual delivery up to a maximum of 7.5% of the contract price. The purchaser may consider termination of the contract without any further notice to the supplier if the liquidated damages have reached the maximum limit of 7.5% as above.

15. ARBITRATION

The Contract shall be governed by the Arbitration Act of 1996. The nominee of the C&MD/Unit Chief, HLL Lifecare Limited shall be the sole Arbitrator. The Jurisdiction of the rate contract will be only the court in Delhi.

16. RECALLS

If a product is recalled because of problems with quality or adverse reaction to the pharmaceutical, the supplier will be obliged to notify the purchaser providing full details about the reason for recall and shall take steps to replace the product in question at supplier's own cost at the ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give full refund if the product has been taken off from the market.

17. SALES TAX/VAT

17.1 The price quoted should be exclusive of Sales tax / VAT. The element of CST/VAT or local taxes leviable extra should be clearly mentioned.

17.2 If it is desired by the tenderer to ask for sales tax / VAT to be paid as extra the same must be specifically stated and shown distinctively as a percentage along with the price-quoted, separately. Wherever this is not done, no claim for sales tax / VAT will be admitted at any later stage on any ground. Further in the absence

of any such stipulation regarding sales tax / VAT in the tender, it will be presumed that the prices quoted by the tenderer are inclusive of sales tax / VAT and no liability for payment of sales tax / VAT will devolve on the purchaser.

- 17.3 On the tenderers quoting sales tax / VAT extra, Sales tax / VAT will be paid to the seller at the rate at which it is liable to be paid as per the prevailing Sales Tax/VAT Acts in the country.
- 17.4 The purchaser shall not be liable for any claim on account of fresh imposition and / or increase of sales tax / VAT on raw materials and or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

18. GUARANTEE

- 18.1 The Supplier shall certify that the stores supplied to the Purchaser under any Supply Order placed against this contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned in **Annexure A1** to the Rate Contract.
- 18.2 The Supplier shall guarantee that the stores supplied would continue to be of the same quality and particulars for a period from the date of receipt of stores by the consignee till the expiry of shelf-life as specified in the specification. The Supplier further guarantees that, notwithstanding the fact that the Quality Assurance Officer may have inspected and/or approved the said Stores, if during the aforesaid period till expiry of shelf life, the said Stores are found not to conform with the description and quality aforesaid by not giving satisfactory performance or have deteriorated, the Purchaser shall be entitled to call upon the Supplier to replace the stores or such portion thereof as is found to be defective by the Purchaser within a reasonable period or such specified period as may be allowed by the Purchaser in his discretion on application made thereof by the Supplier, and in such an event, the above period shall apply to the stores replaced from the date of replacement mentioned in warranty thereof. Otherwise the Supplier shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained. The decision of the Purchaser in this behalf shall be final and binding on the Supplier.

19. TRANSIT INSURANCE

The purchaser will not pay separately for any transit insurance and supplier will be responsible till the entire stores contracted arrive in good condition at destination. The transit risk in this respect may be covered by the supplier by getting the Stores duly insured if he so desires. The insurance cover shall be obtained by the supplier in his own name and not in the name of the consignee. The consignee will as soon as possible but not later than 45 days from the date of arrival of stores at destination, notify the supplier of any loss or damage to the stores that may have occurred during the transit.

20. QUANTITY GUARANTEE

The purchaser gives no guarantee as to the minimum quantity, which will be drawn against this contract, but the supplier, will supply quantity as may be ordered during the currency of the rate contract.

21. EXCISE DUTY

The price quoted should be inclusive of Excise Duty.

22. OCTROI DUTY AND LOCAL TAXES

Materials to be supplied to Govt. Departments against Government Contracts are generally exempted from levy of Town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The supplier should take necessary steps at their part to avoid such levies or bear all such levies or taxes applicable by themselves.

23. TERMINATION FOR DEFAULT

23.1 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 in part.

a. If the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the purchaser.

Or

b. If the supplier fails to promptly replace any goods rejected or subject to recall ordered by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality after giving prompt notice of the recall.

Or

c. If the supplier fails to perform any other obligation(s) under the contract.

23.2 In the event, the purchaser terminates the contract in whole or in part, pursuant to above clause 23.1 and without prejudice to the purchaser's other rights/remedies, the purchasers may procure upon such terms and in such manner as it deems appropriate, goods or services, similar to those undelivered or unperformed, the supplier shall be liable to the purchasers for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 In addition to actions as above, the purchaser may debar the defaulting supplier from future orders for a maximum period of three years. In any case, the supplier will stand debarred for future contracts for the period till the extra expenditure on account of cancellation and repurchase in terms of actions as above is paid by the supplier or recovered from his bills for supply against any of the orders with the purchaser or his authorized consultants/agents.

24. FORCE MAJEURE

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or the delay in performance, and deliveries under the contact shall be resumed as

soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of supplier at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

25. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the contact by giving written notice to the supplier without compensation to supplier if the supplier becomes bankrupt or otherwise insolvent 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.

26. SHORT CLOSURE OF RATE CONTRACT

The Rate Contract being a standing offer can be revoked by the supplier as well as short-closed by the purchaser at any time during the currency of the Rate Contract through prescribed notice. Since, the Rate Contract is a standing offer and is merely a document embodying various terms or the standing offer made by the supplier for acceptance by the purchaser, either party namely, Rate Contract holder/purchaser can legally revoke/cancel the rate contract at any time during the currency of the rate contract by giving a notice of 45 days. The revocation of the Rate Contract on the part of the rate contract holder shall take effect 45 days from the date of issue of letter notifying short -closure. The Purchaser has also an option to re-negotiate with the Rate Contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally. The rate contract holders shall not accept any supply orders placed by the Purchaser after cancellation of the Rate Contract.

27. I/We conveys unconditional acceptance to all the terms and conditions specified herein.

Signature of the Tenderer: _____
Name in Block Letters: _____
Capacity in which tender is signed: _____
Address in full: _____
Phone No.: _____
Fax No.: _____
E-Mail Address: _____

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure A

SCHEDULE OF REQUIREMENTS

Sl No.	Item Description	Annual Requirement (in Nos.)	Estimated	Bid Security
1.	PLASTIC DROPPER (MEDICAL GRADE)	20 Million		1.00 Lakhs

Please see the detailed specification in Annexure - A1.

HLL Lifecare Limited
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MANESAR, GURGAON
HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure A-1

TECHNICAL SPECIFICATIONS

PLASTIC DROPPER (MEDICAL GRADE)

(a) Colour	:	Clear
(b) Total Length	:	6-8 cm
(c) Bulb Length	:	1-2 cm
(d) Bulb diameter	:	4 -6mm
(e) Capacity	:	NLT 0.20 ml
(f) Body Length	:	3-4 cm
(g) Tip Length	:	1-2 cm
(h) Material	:	LDPE, 22 FA 002 Grade.
(i) Weight	:	0.25 ± 0.03 gm
(j) Drop size	:	35 ± 5 μ l

Supplier shall submit 100 Nos. of samples of items quoted along with the tender failing which such tenders will be summarily rejected and ignored.

HLL Lifecare Limited
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Annexure-B

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

RATE CONTRACT FORM

Full name and address of the Tenderer, in addition to Post Box No., if any, should be quoted in all communications to this office

Contractor's Telegraphic
Address.....
Telephone No.....
Code used.....

From:-

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

To

Unit Chief,
HLL Lifecare Limited
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till,..... I/We shall be bound by a communication of acceptance within the prescribed time.
2. I/We have understood the instructions to Tenderers in the booklet , Conditions of Contract and have thoroughly examined the specification quoted in the schedule hereto and am are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Yours faithfully (*Signature of Tenderer)
Name and Address.....
Dated.....
Signature of Witness.....
Name and Address.....

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

Annexure-C

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14
RATE CONTRACT FORM
RATE CONTRACT

From:-

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

To

Unit Chief,
HLL Lifecare Limited
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule(s) annexed or such portion thereof as you may determine in strict accordance with the General and Special Conditions of Contract referred to and specification(s) and details mentioned at the price(s) quoted in the said Schedule(s) the delivery terms during the period being as stated therein.

2. I/We undertake that this offer shall not be retracted or withdrawn for and during..... Days from the date on which the tender is to be opened but may be bound by a communication of acceptance dispatched within the prescribed time.

3. *Free samples of the under mentioned articles were submitted to the Inspecting Officers specified in the schedule(s) as follows:-

<u>Articles</u>	<u>Submitted to</u>	<u>Date</u>
-----------------	---------------------	-------------

*To be scored out by tenderer where not necessary.

4. *In the event of our tender being accepted, I/we hereby authorize Sarvashri..... as my/our bankers/agents in India to receive payment and declare that payment to them will be completed and final acquittance.

Yours faithfully

(#Signature of Tenderer)

Address.....

Dated.....

HLL Lifecare Limited
(A Government of India Enterprise)
Plot. No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

Annexure - D

QUESTIONS TO TENDERERS

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW.

1. Tender No. : HLL/MFG/PUR/OT/RM/03/2013-14 Due for opening
on.....
2. Offer is open for acceptance till.....
- 3 (a) whether the stores offered fully conform to the
technical particulars and Specification, specified by
the Purchaser in the schedule to Tender.
If not, mention the details of deviations.

(b) Brand (if any) of stores offered.
4. Name & Address of the manufacturer/.
Supplier with

(a)Telephone No./Mob. No.
(b)Fax No.
(c)E-mail Address
(d)Name of contact person
(e)Whether proprietary/partnership/
Limited company.
5. Location/Station of manufacture.
6. What is your Annual Turn Over during the :
last 3 years?
7. How many years have you been in the :
business of manufacturing/selling?
8. What would be the minimum period :
Required to deliver the ordered quantity
from the date of confirmed purchase
order?
9. Have you been a supplier to any :
Diagnostic test kit Manufacturer, if so
give details of the name, address,
Quantity and values of orders received
and executed during the last three year?

(Attach separate sheet)

10. Please confirm that you have offered packing as per tender enquiry requirements. :
If not indicate deviations.
11. What is your :- :
 - a) CST No.
 - b) VAT No.
 - c) TIN No.
12. What is your permanent Income Tax (PAN) A/C No.?
13. Status
 - (a) Indicate whether you are Large Scale Unit or Small Scale Industrial Unit.
 - (b) If you are a small scale unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.
 - (d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photo copy of the registration certificate indicating the items for which you are registered.
14. (a) If you are not registered either with NSIC please state whether you are registered with Directorate of Industries of State Government concerned.
 - (b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
15. Please indicate:-

Name & Full address of your Banker
16. Please furnish details of Equipment of production & Quality Control.
17. Please furnish your performance statement in the prescribed form (**Annexure I**)
18. Please state whether you have submitted the Tender Sample (if called for in the Tender Enquiry). If so on what date. Please also state if you have remitted Testing Fee and if so on what date.

19. Please state whether you agree to submit advance Sample, if called upon to do so within the specified period of 21 days.
20. Please indicate guaranteed date by which date delivery can be completed. Also indicate monthly rate of Supplies and also time required for commencement of Supplies from the date of receipt of formal order/approval of advance sample.
21. Business name and Constitution of the firm is the firm registered under:-
 - (i) The Indian Companies Act, 1956
 - (ii) The Indian Partnership Act, 1932
(Please also give names of Partners)
 - (iii) Any Act, if not, who are the owners?
(Please give full names and address)
22. Whether the tendering firm is/are:-
 - (i) Primary Manufacturer
 - (ii) Manufacturer's authorized sole selling Agent where the manufacturer is not directly marketing the finished product.

N.B.: If manufacturer's sole selling agents, please enclose with tender the copy of manufacturer's authorization.

23. If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not give details of materials, Components etc. that are imported and their break up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.

23.(i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof, if any, also indicate the margin of difference.

(ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the Controlled price the reasons thereof should be stated.

24. Are you:-

(i) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.

(ii) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.

(iii) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.

25. State whether business dealings with you have been banned by Min. /Dept. of Supply/ any other Central / State Government.

26. Please confirm that you have read all the instructions carefully and have complied with accordingly.

Signature of Witness

Signature of Tenderer

**Full name & address of witness
(in Block letters)**

**1. Full name and address of the
person signing (in Block Letters)**

**2. Whether signing as Proprietor/
Partner /Constituted Attorney/
duly authorized by the Company.**

HLL Lifecare Limited
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HARYANA -122050

Annexure- E

ADDL. QUESTIONS FOR R/C TENDER ENQUIRIES

1. (FOR MANUFACTURING FIRMS)

- (i) What is your installed capacity?

- (ii) What is your working capacity?

- (iii) What is the existing load?

- (iv) What portion of your capacity are you prepared to reserve and allocate to this Rate Contract?

- (v) Are you
 - (i) Holding valid industrial licenses
Registration license/registration certificates under the Industries (Development and Regulation) Act, 1951. If so please give Particulars of Industrial Licenses/Registration Certificates.

 - (ii) Exempted from the licensing provisions of the act for the manufacture of items) quoted against the tender. If so, please quote relevant orders and explain your position.

(FOR SOLE AGENTS)

- (i) what is your present stock ?

- (ii) what is the volume or orders (including Govt. and others) pending with you at present?

- (iii) What is the rate of flow of stocks ?

- (iv) What is the rate of issue ?

- (i) What stock will you maintain at each important centre in India.

- (ii) What is the time and rate required for replenishment of the stock as these centers ? Are you required as small scale unit with the NSIC ? If so, indicate your current Registration number and date and the period up to which the registration will be valid.

Signature of Tenderers
Date _____

HLL Lifecare Limited
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HARYANA -122050

Annexure- F

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

TERMS & CONDITIONS

- 1) The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
- 2) Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
- 3) The quantity mentioned herein is approximate annual requirement and in case the company requires more/less quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
- 4) There would generally be no negotiations hence please submit your most competitive price while submitting the price bid.
- 5) HLL reserves the right to split its requirements among the suppliers provided the other bidders match the rate of L-1 and also reserves the right to accept or reject the offer without assigning any reason.
- 6) HLL reserves the right to split up the quantity and place the order on more than a supplier and also reserves the right to accept or reject the offer without assigning any reason.
- 7) The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

- a) In case the bidder is new vendor, a trial order will be placed on them. If the performance is found satisfactory, then further bulk orders will be released on them as per the requirements.
- b) Sample should be submitted and got approved before effecting bulk supply.
- c) The remaining period of shelf life of material on arrival at our stores should be minimum 5/6th of the total shelf life.
- d) Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.

e) In case of rejection on receipt or its usage during manufacturing, the rejected material should be taken back and replaced at your risk and cost within 7 days of intimation from HLL.

i. Alternatively the rejected material shall be destroyed at our end after damaging/ defacing the same.

ii. The cost of damaging/ defacing/ destruction shall be recovered from your pending bills in the event of no pending bills with HLL, you shall make payment directly to us.

iii. HLL also have the right to procure it from an alternate source at your cost.

f) The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. HLL reserves the right not to receive material beyond the delivery date given in the order.

g) The supplier has to supply as per the rate quoted and other terms and conditions for a period of one year during which period no price escalation and no change in terms and conditions will be allowed on any ground.

h) Acceptance of the delayed supplies and excess quantity is solely at the discretion of HLL. In the case of excess supply the excess quantity shall be returned back through the Transporter proposed by you .or our authorized transporter on freight to pay basis.

i) The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

j) HLL reserves the right to have your facilities and GMP inspected by self or by an independent third party agency authorized by HLL for compliance.

k) All dispatch documents like delivery note/challan, packing list and invoice should contain the following details, and the same to be intimated immediately with the LR No.

i. Purchase Order No. & date

ii. Description of items as contained in the supply Order.

iii. Quantity dispatched

iv. Manufacturing date.

v. Expiry date.

vi. Total Number of packages/ serially numbered

vii. Test certificate

HLL reserves the right to return back/destroy the consignment at your risk and cost if any of the above is not completed.

- l) The following information shall be stenciled or labelled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.
- a. Name of the Product (as given in supply Order)
 - b. Date of Manufacture (Monthly/Yearly)
 - c. Date of expiry.
 - d. Quantity
 - e. Instruction of storage and handling
 - f. Name & Address of Manufacturer
 - g. Company's address in full
 - h. All packages should be separately numbered and it should appear on top of the packages with proper labeling.
- m) The following documents should accompany the consignment
- Invoice in triplicate
 - Delivery Note/Challan
 - Packing List
 - LR/AWB/----
- n) Mode of Transport shall be by road, unless otherwise specified.
- o) **Payment shall be made by cheque with in 30 days of receipt, inspection and acceptance of the material.**
- p) The jurisdiction of any disputed, suits and proceedings arising out of this tender shall be only in the court New Delhi as the case may be.

INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods 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 loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in 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 the company takes prior approval before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. .

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

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL 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:
DATE:

NAME AND SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

HLL Lifecare Limited
(A Government of India Enterprise)
Plot. No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

SCHEDULE - G
Page 1 of 2

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

QUESTIONNAIRE FOR SUPPLIER DEVELOPMENT

NAME OF PRODUCT:

- 1) Furnish briefly the particulars & name of your Organizational status:
 - a) No. of employees
 - b) Annual turnover

- 2) Do you have a Quality Control department? If yes, give the details of the facilities. : Yes/No

- 3) a) Do you have inspection for incoming materials : Yes/No
b) Do you have in process inspection facilities : Yes/No
c) Do you have final inspection of the product : Yes/No

- 4) (a) Would you issue Conformance Certificate, if yes please furnish a copy of the same : Yes/No
(b) If yes, please specify (ISI/ISO/Any Other)

- 5) Do you have any accreditation :Yes/No
(a)ISO 9000
(b)Any National/International Laboratory/Authority Certification
If 'Yes', give details along with a copy of certificate issued by them.

HLL Lifecare Limited
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SCHEDULE - G
Page 2 of 2

- 6) Furnish the details of testing facility with details of testing Equipments.
- 7) Have you been assessed previously : Yes/No
- 8) List of customers
- a) Governmental
b) Non Governmental
- 9) Sample furnished along with this or not (in the case of new vendor)
: Yes/No

Date :
Place :

NAME & SIGNATURE OF THE SUPPLIER
(office seal)

HLL Lifecare Limited
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 MANESAR, GURGAON
 HARYANA -122050

Annexure-H

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

PRICE SCHEDULE

Note:

1	3	4	5	6	7	8
Item Description	Accounting Unit	All inclusive lump sum price for each unit except sales Tax/ VAT	Price in Words	Sales tax/VAT payable if the contract is awarded	Total Landing Cost	Remarks

- a. In case of discrepancy between the amount in words and figures the amount in words will prevail.
- b. Purchaser shall issue form C for concessional rate of central sales tax wherever applicable.

Place :
Date :

Signature of Bidder

Name of Bidder
Business Address

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure - I

Performance Statement

(Proforma for Performance Statement (for a period of last five years))

Name of item offered _____ Date of Opening _____ Time
 _____ Hours _____

Name of the Firm _____

Order placed by (full name and address of purchaser)	Order No and date	Description and quantity of ordered stores	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the stores been satisfactorily Supplied?	Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual			
1	2	3	4	5		6	7	8

Signature and seal of the bidder

*The certificate must incorporate a cross reference of order No: date and value of the total order confirming supply and acceptance of stores by the purchaser/consignee to their entire satisfaction

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HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure-J

CHECK LIST FOR TENDERERS

Tenderers are requested in their own interest to check the following before they submit their bids with page reference indicated under:-

Sl. No	Requirement of Bid Document	Complied		Page No. of bid document
1.	Have all the columns of Annexures B and C been filled up?	Yes	No	
2.	Whether rate(s), quantum of Excise Duty properly indicated in the price schedule item wise in Annexure-H	Yes	No	
3.	Whether rate(s) of Local Sales Tax and Central Sales Tax indicated item wise?	Yes	No	
4.	Have you indicated the terms of delivery? i.e. free delivery to consignees' site	Yes	No	
5.	Has the delivery period been indicated (clause 12, addition to General conditions of contract)?	Yes	No	
7.	Whether you have accepted arbitration clause in the tender enquiry?	Yes	No	
8.	Have you enclosed the following documents? i. Technical compliance statement in the prescribed format with the details of deviation? ii. Performance Statements as in Annexure - I	Yes	No	
9.	Whether retail sales price has been indicated in the Annexure-H along with quoted price?	Yes	No	
10.	Have you enclosed duly filled up Performa B as in Annexure - K	Yes	No	

Sl. No	Requirement of Bid Document	Complied		Page No. of bid document
		Yes	No	
11.	Have you enclosed an attested copy of original manufacturing license with list of items licensed from time to time along with extending the validity of Drug License till tender opening date from the concerned State Drug Controller?	Yes	No	
12.	Have you furnished a certificate from the State Drug Controller on achieving an actual average annual production rate of at least 10% of the annual estimated requirement/quantity as specified in the Schedule of Requirement during the last 5 years?	Yes	No	
13.	Have you enclosed an attested copy of GMP certificate from the concerned State Drug Controller valid on the date of tender opening?	Yes	No	
14.	Have you enclosed a no conviction certificate from the State Drug Controller along with your bid?	Yes	No	
15	Have you complied with all the requirements according to clause 9 concerning Instructions To Tenderers?	Yes	No	

Signature of the tenderers

Name in Block letters and the capacity in which the tender is signed.

Address in full:

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON, HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure-K

PROFORMA 'B'

(Proforma for equipment and quality control employed by the manufacturer(s))

IFB No. : HLL/MFG/PUR/OT/RM/03/2013-14

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over(value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation

- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the bidder

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050

TENDER NO. : HLL/MFG/PUR/OT/RM/03/2013-14

Annexure - L

BID SECURITY FORM (BANK GUARANTEE)

Whereas(Name of bidder) (Hereinafter called "the bidder") has submitted his bid dated(date) for the supply of (Hereinafter called "the bid")

KNOW ALL MEN by these presents that weof..... having registered office at..... (hereinafter called "the bank") are bound unto the HLL Lifecare Limited (Hereinafter called "the purchaser") in the sum offor which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this day of 2013.

THE CONDITIONS of these obligations are the following:

If, after the bid submission deadline, the bidder

a. withdraws its bid during the period of bid validity specified by the bidder in the bid form, or
b. does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders, or If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:

a. fails or refuses to sign the contract agreement when required; or
b. fails or refuses to furnish the performance security, in accordance with the Instructions to bidders;

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of anyone of the two above named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty five) days after the period of bid validity or as it may be extended by the purchaser, notice of which [extension(s)] to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

for and on behalf of the Bank

Signed : _____

Date : _____

Place : _____

In the capacity of [insert: title or other appropriate designation]

Common Seal of the Bank

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON, HARYANA -122050

Annexure - M

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
Unit Chief,
HLL Lifecare Limited
Plot.No. 71, Sector - 7, IMT,
MANESAR, GURGAON
HARYANA -122050
PHONE: 0124-4030949
FAX: 0124-4030949

WHEREEAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract nodated.....2013 to Supply (description of goods and services) (hereinafter called "the contract")

AND WHE.REAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee form a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHE.REAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we here by affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We here by waive the necessity of our demanding the said debt from the supplier before presenting us with the demand

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

This guarantee shall be valid for up to 90 days from the completion of contractual obligations by the supplier.

Signature and seal of the guarantor

Place:

Date:

