

एचएलएल लाइफ़केयर लिमिटेड/HLL LIFECARE LIMITED
(भारत सरकार का उद्यम)/(A Government of India Enterprise)
कॉर्पोरेट अनुसंधान एवं विकास केंद्र/Corporate R & D Centre,
आक्कुलम/Akkulam, श्रीकार्यम पी ओ/ Sreekariyam P.O.
तिरुवनंतपुरम/Thiruvananthapuram - 695017
ई मेल/Email: materialsrddc@lifecarehll.com
वेबसाइट/Website: www.lifecarehll.com
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TENDER DOCUMENTS

NOTICE INVITING TENDER
FOR
APPOINTING CLINICAL TESTING LABORATORIES FOR CONDUCTING
**Biocompatibility tests for natural rubber based products as per ISO 4074 2015-
Pre-Clinical Studies on the safety of Graphene Condom)**

Tender No: HLL/CRDC/TENDER/PUR/2018-19/02
Dated: 18.04.2018

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Corporate R & D Centre,
Akkulam, Sreekariyam P.O.
Thiruvananthapuram - 695017

TENDER NOTICE

Tender No.: HLL/CRDC/TENDER/PUR/2018-19/02

18th April 2018

Sub:- Pre-Clinical Studies on the safety of Graphene Condom.

Sealed and super scribed tenders under single bid system are invited from Qualified Clinical Testing laboratories for conducting Biocompatibility tests of two products; 1. Graphene incorporated natural rubber latex condom and 2. Natural Rubber latex condom as per the scope of Work and specifications

Sl. No	Brief Description of Item/Work	Estimated cost(Rs)	EMD (Rs)	Tender Fee (Rs)
1	Appointing of Clinical Testing Laboratories for conducting Biocompatibility tests of two products; 1. Graphene incorporated natural rubber latex condom and 2. Natural Rubber latex condom as per ISO 4074 2015.	3.50 Lakhs	5,000/-	300/-

1. The Bidder is expected to examine the specifications and terms and conditions in the Bid Documents. Any subsequent changes / amendments will be intimated through email. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) intimated through email.

- a) Date of issue of tender document - 18.04.2018 onwards
- b) Last date and time for receipt of bids - 03-05-2018 up to 17.00pm.
- c) Date and time of opening the bids - 04-05-2018, 10.00 am.
- d) Address for communication, receipt and place of opening of bids:

Head (R&D)
Corporate R&D Center,
HLL Lifecare Limited
Akkulam , Sreekaryam (PO),
Trivandrum - 695017, India,
Ph:0091-471-2774700 (Off) Kerala,
e-mail : materialscrdc@lifecarehll.com

Scope of Work

Biocompatibility tests for natural rubber based products (2 Nos.) as per ISO 4074 2015. The following tests are required.

1. In vitro cytotoxicity test
2. Acute systemic toxicity test
3. Skin sensitization test
4. Penile irritation test
5. Vaginal irritation test

Specification:

(1) All the biocompatibility tests (In vitro cytotoxicity test, Acute systemic toxicity test, Skin sensitization test, Penile irritation test and Vaginal irritation test) should be performed as per ISO 4074 2015.

(2) Should provide a detailed report to every tests along with the clear color photographs (includes the test materials, negative and positive controls on the animals/cells).

(3) Histopathology examinations (microscopic examination of tissue) & Western-blot analyses need to be carried out and the evidences (microscopic pictures) along with positive and negative controls should be provided.

(4) Risk Analysis Certificate of the test item should be delivered.

General instructions

1. The Bids shall be submitted in sealed covers in the above mentioned address and should reach us on or before the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay. Tender brought to the office after prescribed time will not be accepted. The tender name should be clearly mentioned in the envelop.
2. Tender Fee and EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favour of HLL Lifecare Limited payable at Thiruvananthapuram. In line with the Government orders, SSI, MSME units and firms registered with NSIC will be exempted from payment of tender fee/Earnest money deposit (EMD) provided they are registered for the items they intend to quote against the tender. These units are required to submit copy of their valid registration certificate along with the bid.
3. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 2 (d) above.
4. In the event of the date mentioned above being declared subsequently as holiday for the Corporate R&D Centre, the due date for submission and opening of bids will be the next working day at the same venue and time.
5. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
6. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
7. The EMD should be enclosed in a separate envelope and super scribed as "EMD" and to be attached in the main cover.
8. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.
9. **In addition to the invitation for bids, the bidding documents include the following schedules.**
 - SCHEDULE - I : Conditions of Bid
 - SCHEDULE - II : Detailed Specification of Item
 - SCHEDULE - III : Conditions of Contract
 - SCHEDULE - IV : Format of Quoting
 - SCHEDULE - V : Acceptance Form

Head (R&D)
Corporate R&D Centre
HLL Lifecare limited

SCHEDULE I
CONDITIONS OF BID

1. Definitions

- a. **“Invitation For Bid”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“Purchaser/Owner”** shall mean HLL Lifecare Limited, (Thiruvananthapuram) or its units thereof.
- c. **“Bidder”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- d. **“Supplier/Contractor”** shall mean the bidder whose bid has been accepted and shall also include his successors and assigns, agents and representatives.
- e. **“Contract”** means signed acceptance of the work order, if issued, and order by the supplier.
- f. **“Site”** shall mean **HLL Lifecare Limited, Corporate R & D Centre, Thiruvananthapuram – 695005, Kerala, India**

2. Bid Information and Period of Validity

- 2.1 The Bid must include the following information,
 - a. Tender no.
 - b. Promised Delivery Schedule for each item/work.
 - c. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
 - d. All information requested in the specifications, technical literature describing the tests., as specified in the bid document.
 - e. Tender fee & EMD
 - f. The Price should be quoted as per the following:
 - i) The Bidder shall indicate all prices including basic price, the relevant duties and taxes, other levies, packing & forwarding charges, charges for inland transportation and other local costs incidental to delivery of the goods/services to supplier’s site, etc. on the appropriate price schedule (FORMAT FOR QUOTING – SCHEDULE IV) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents.
 - ii) Bidder must quote for unit price and total price based on the requirement shown in the bid document.
 - iii) Price should be firm without any escalation on any account until the order is completely fulfilled.
 - iv) All other documents/certificate/information as specified in the bid document.
- 2.2 Bids shall remain valid for **9weeks** after the date of bid opening prescribed by the Purchaser.

3. Format and Signing of Bid

- 3.1 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid.
- 3.2 Bids shall be made in English.
- 3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

4. Submission of Bids

Sealing and Marking of Bids

- 4.2 The envelopes shall be:
 - (a) Addressed to the Purchaser in the following address,
Head (R&D)
Corporate R&D Center,
HLL Lifecare Limited
Akkulam , Sreekaryam (PO),
Trivandrum - 695017, India,
Ph:0091-471-2774700 (Off) Kerala,
e-mail: materialscredc@lifecarehll.com
 - (b) Bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 10.00 Hrs (IST) on ----- (Indicate the Closing Date).
- 4.3 The envelopes shall indicate the name and address of the Bidder. If the envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.

Deadline for submission of Bids

- 4.5 The bids will be received by the Purchaser in the above given address (4.2.a) not later than the date and time specified in the Invitation for Bids.

In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of **Head (R&D)**, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Purchaser.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment in to account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

7. Bid Opening by Purchaser

- 7.1 The Purchaser will open bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names, the presence or absence of the requisite EMD and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Purchaser will prepare appropriate bid opening register and the same shall be signed by bidders present during the opening of the bids and Purchaser.

8. Clarification of bids

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

9. Preliminary examination

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

10. Evaluation and comparison of bids.

- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

11. Post – qualification

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 11.5 Conditional Bids shall not be entertained.

12. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

13. Notification of Award

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by post or by cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intend / Work order.
- 13.2 The signed acceptance of the notification of award by the Supplier/Contractor will constitute a concluded contract.

14. Earnest Money

- 14.1 Each bid must be accompanied by E.M.D.
- 14.2 The EMD is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture
- a. The EMD shall be denominated in Indian Rupees and shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram.
 - b. E.M.D of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders.
 - c. E.M.D of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
 - d. In the case of successful bidder, the Earnest Money will be returned after the satisfactory completion of the work and acceptance of item/work by HLL.

14.3 The EMD may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or
- (b) If the Bidder fails to sign the Contract / Work order, in the case of successful Bidder.

SCHEDULE II

DETAILED SPECIFICATION OF ITEM

Requirement:

As a part of Graphene condom Phase –II Project, for the study of safety of Graphene Condoms we have to do the following Biocompatibility tests as per ISO 40742015,

1. In vitro cytotoxicity test
2. Acute systemic toxicity test
3. Skin sensitization test
4. Penile irritation test
5. Vaginal irritation test

GENERAL CONDITIONS

- 1) Given specification are indicative only. The supplier should visit the HLL Site at Peroorkada Factory, Thiruvananthapuram and see the machines and also take their own assessments before quoting of bids. Prior permission from HLL shall be taken for visiting the plant. No photographs will be allowed inside the plant. The purchaser will not be responsible for any wrong quotes due to inadequate information.
- 2) The supplier should submit 3 copies of the following documents relevant to his scope of work, two weeks prior to the commissioning of the unit, free of cost.
 1. Catalogue and literature on bought outs (3 copies)
 2. Any other related documents
- 3) The item should be complete with all accessories and interconnections.
- 4) The bidder should attach to their bid detailed specifications, catalogues and other details of all the tests quoted by them.
- 5) The supplier should submit necessary test certificates as per relevant standards of material used, free of cost.
- 6) The suppliers should submit the following documents, relevant to their scope of work,
 - a) Relevant Test Certificates, Guarantee Certificate for each material which are using for testing
 - b) Any other related documents
- 7) Any deviations from the bid documents shall be clearly indicated.
- 8) The bid should be complete with all the relevant details.

SCHEDULE III

CONDITIONS OF CONTRACT

1. Price

The price quoted should be inclusive of Basic Price, applicable GST , Entry tax, Octroi & other levies, P&F charges, insurance charges etc for supply of items FOR HLL site. The Supplier should pay entry taxes, as applicable and should be included in the offer.

Price quoted should be firm without any escalation till the order is completely executed.

2. Test Completion Period

The test reports should be delivered within 9 **WEEKS** from the date of work order.

Time being the essence of the Contract, the delivery, stipulated should be strictly adhered to. Delay in delivery/non delivery of the equipment will cause loss and/or damage to Purchaser. The delivery period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer.

3. Terms Of Payment

The payment terms offered are as follows: -

100% payment after draft report

All correspondence relating to this enquiry shall be in English, to:

Head (R&D)
Corporate R&D Center,HLL Lifecare Limited
(A Government of India Enterprise), Akkulam ,
Sreekaryam (PO),Trivandrum - 695017, India
Ph:0091-471-2774700 (Off) Kerala,
e-mail: materialscredc@lifecarehll.com

4. Indemnification Clause

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

5. Entirety of the Agreement

All of the terms agreed to between the clinical testing organization and HLL will be included in the Purchase/**work Order**/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the

Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

6. Settlement Of Disputes

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

SCHEDULE IV

FORMAT FOR QUOTING

Sl. No	Item/Work Short Description	Unit	Guidelines/ Standards	Turnaround time	Amount (Rs)
1	Biocompatibility tests for natural rubber based products (2 Nos.) as per ISO 4074 2015. The following tests are required. <ol style="list-style-type: none">1. In vitro cytotoxicity test2. Acute systemic toxicity test3. Skin sensitization test4. Penile irritation test5. Vaginal irritation test	2 Products	ISO 10993, Part 5 ISO 10993, Part 11 ISO 10993, Part 10 ISO 10993, Part 10 ISO 10993, Part 10		
AMOUNT IN RS (EX WORKS)					
EXCISE & OTHER DUTIES					
PACKING & FORWARDING CHARGES					
CGST/SGST					
ENTRY TAX, OCTROI AND OTHER LEVIES, IF ANY					
FREIGHT CHARGES INCLUDING TRANSIT INSURANCE					
SUPPLY PRICE F.O.R HLL SITE, AKKULAM, TRIVANDRUM					

(RUPEES IN WORDS)

I hereby agree to supply/execute the item/work specified at the above quoted rate/amount.

SUPPLIER/CONTRACTOR

SCHEDULE V
ACCEPTANCE FORM

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

HEAD (R&D)
Corporate R&D Center, HLL Lifecare Limited
(A Government of India Enterprise), Akkulam ,
Sreekaryam (PO), Trivandrum - 695017, India
Ph: 0091-471-2774700 (Off) Kerala,
e-mail: materialscredc@lifecarehll.com

Dear Sir,

I / We, hereby offer to submit the test reports as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price schedule and agree to hold this offer open till 9 weeks after the date of work order prescribed by the purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER