

NATIONAL COMPETITIVE BIDDING

FOR

CONCLUDING THE RATE CONTRACT

FOR THE SUPPLY OF

PLASTIC EMPTY CASSETTES TOP &

BOTTOM

IN PP / HIPS MATERIAL

at



HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 70 & 71, Sector – 7, IMT,
Manesar, Dist.: GURUGRAM
Haryana -122051

PHONE: 0124-4030949
FAX: 0124-4030949

TABLE OF CONTENTS

Section	Subject	Page No.
I	Invitation for Bids (IFB)	4 – 5
II	<ol style="list-style-type: none"> 1. Tender details 2. Price Schedule 3. Terms of Delivery 4. Tender documents & documents comprising the bid 5. Bid security & submission of bids 6. Qualification Criteria for Eligibility of Firms 	6 – 9
III	<p>Special Conditions of Contract (SCC)</p> <ol style="list-style-type: none"> 1. PERFORMANCE STATEMENT 2. INSPECTIONS AND TESTS 3. SHELF LIFE AT THE TIME OF INSPECTION 4. INSPECTION AUTHORITY 5. PLACE OF INSPECTION 6. WARRANTY 7. PERFORMANCE SECURITY 8. PACKING AND MARKING 9. INSTRUCTIONS TO THE TENDERERS 10. PAYMENT TERMS 11. PERIOD OF THE RATE CONTRACT 12. DELIVERY PERIOD 13. LIQUIDATED DAMAGES 14. ARBITRATION 15. RECALLS 16. SALES TAX / VAT 17. GUARANTEE 18. TRANSIT INSURANCE 19. QUANTITY GUARANTEE 20. EXCISE DUTY 21. OCTROI DUTY AND LOCAL TAXES 22. TERMINATION FOR DEFAULT 23. FORCE MAJEURE 22. TERMINATION FOR INSOLVENCY 23. SHORT CLOSURE OF RATE CONTRACT 24. UNCONDITIONAL ACCEPTANCE TO ALL TERMS AND CONDITIONS 	10– 15

ANNEXURES

ANNEXURE	Subject	Page No.
A	SCHEDULE OF REQUIREMENTS	16
A1	TECHNICAL SPECIFICATIONS	17
B	RATE CONTRACT FORM-A	18
C	RATE CONTRACT FORM-B	19
D	QUESTIONS TO TENDERERS	20-23
E	ADDL. QUESTIONS FOR R/C TENDER ENQUIRIES	24
F	TERMS & CONDITIONS	25-27
G	QUESTIONNAIRE FOR SUPPLIER DEVELOPMENT	28
H	PRICE SCHEDULE	29
I	PERFORMANCE STATEMENT	30
J	CHECK LIST FOR TENDERERS	31
K	PROFORMA 'B'	32
L	BID SECURITY FORM (BANK GUARANTEE)	33
M	PERFORMANCE SECURITY FORM (BANK GUARANTEE)	34

HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

SECTION I: INVITATION FOR BIDS (IFB)

Date : 20.04.2017
IFB No. : HLL/MFG/PUR/OT/RM/02/2017-18

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

SI No.	Item Description	Estimated Annual Requirement (in pairs)	Bid Security (in Rs. lakh)
1.	Empty cassettes (Top & Bottom) made in Polypropylene (PP) materials	10.0 Million	1.00
2.	Empty cassettes (Top & Bottom) made in High Impact Poly Styrene (HIPS) materials	2.0 Million	0.50

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** shall be filled in, signed and submitted along with the bid. The replies for questionnaires in **Annexure-D and E** shall be submitted for our data base.
3. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of the **HLL Lifecare Limited, No.70&71, Sector-7, IMT, MANESAR, GURUGRAM (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 tender fee as indicated below in the form of a demand draft in favour of **“HLL Lifecare Limited” payable at New Delhi / Gurugram**).

Small scale Units registered with NSIC are exempted from Tender Document fee and payment of Bid Security and other benefits as applicable, 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. 5000.00
(b) Sale of tender document (from 10.00 to 17.00 hrs) : 21.04.2017 to 16.05.2017
(c) Pre bid meeting (IST) at Manesar, Gurugram : 11:00 Hrs on 26.04.2017
(d) Last date and time (IST) for receipt of bids : 14:00 Hrs on 18.05.2017
(e) Date & Time (IST) of opening of Technical bids : 15:00 Hrs on 18.05.2017

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 will be opened only of those Tenderers who qualify in the Technical Bid. The Price Bids of Tenderers who do not qualify will be returned unopened.
7. The date & time of the Price Bid opening will be intimated at the given address separately.
8. The completed bids must be received at the office of the **Unit Chief, HLL Lifecare Limited, No.70&71, Sector – 7, IMT, MANESAR, GURUGRAM, Haryana- 122051, 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 Lifecare Limited 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.5000 shall be enclosed along with **technical Bid by way of a D.D.** in favour of HLL Lifecare Ltd. payable at New Delhi/GURUGRAM Bids without the 'price of Bid' shall be rejected.

**Unit Chief,
HLL Lifecare Limited
Plot. No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051
PHONE: 0124-4030949
FAX: 0124-4030949**

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

SECTION II: SCHEDULE TO RATE CONTRACT

1. TENDER VALIDITY :

Tender Enquiry No. HLL/MFG/PUR/OT/RM/02/2017-18 shall remain open for 120 days from the date of bid opening for acceptance.

2. PRICE SCHEDULE

(i) 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.

(ii) However, consequent up on implementation of GST (Goods and Service tax) and its impact, the approved rates may be reviewed and re fixed for price reduction.

3. TERMS OF DELIVERY

The tenderer shall be responsible to arrange safe delivery of stores, by rail / road free of cost at Manesar, Gurugram, Haryana, which will be also mentioned in the Supply Order. The rates quoted by the tenderer should include all costs for Free Delivery to purchaser site at destination i.e. at HLL Lifecare Limited, Building No. 70&71, Sector -7, IMT Manesar, Gurugram, 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 followings 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. (single bid security of Rs 1.5 Lac amount is acceptable, if bidder quotes for both the items)
- ii) Detailed technical specifications of items quoted with prices blanked (without indicating the prices).
- iii) Statement of Deviation(s) parameter wise from Tendered Commercial conditions, if any.
- iv) Statement of Deviation(s) parameter wise from tendered Technical specifications if any.
- v) Bidders to indicate Name and Address of their Bankers.

- vi) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last two financial years duly attested by Chartered Accountant.
- vii) 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 to be supplied by the Bidder are eligible Goods 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.
- viii) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing spare 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" as in Annexure – K.
- ix) 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 (viii) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum rate 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.

5. 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 along with the **TECHNICAL BID** only and the envelop shall be marked as 'bid security to tender enquiry for _____(item name).

5.2 The bidder can submit single bid security of amount Rs 1.5 Lac if quote for both the items 1 & 2.

5.3. 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 / GURUGRAM from a scheduled bank or Bank Guarantees in the prescribed format enclosed alongwith this bid document as in Annexure – L. 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 bid. Hence, the validity of bank guarantee shall be kept for 165 days from the closing date for bid submission.

6. SUBMISSION OF BIDS.

SEALING AND MARKING OF BIDS: The Bidders shall seal the original bid in a separate envelopes duly marking the envelopes, separately as

- (i) Techno-commercial/Technical Bid (original) (unpriced) along with tender fee and bid security
- (ii) Price Bid (original).

Both the envelopes shall be kept in another outer envelope duly marked with tender No. and sealed.

7. QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS

- Only indigenous primary manufacturers having successful track record of manufacturing identical or similar goods (i.e. plastic cassettes in PP / HIPS / ABS of similar dimensions or shape) for the past 2 years prior to the date of bid opening and having spare capacity for supply of at least 50% 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 Proforma 'B' as in 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 if circumstances warrant such an assessment in the overall interest of the purchaser. The bidder must have satisfactorily manufactured and supplied **20%** of tender quantity of identical / similar goods in any one year in the previous 2 years.

The additional qualification criteria are listed below:

- Should be an indigenous manufacturer.
- Should be manufacturing the empty cassette/or similar goods (i.e. cassettes in PP/HIPS with similar dimensions or shape) moulded PP / HIPS / ABS material in automatic injection moulding machine.
- Should have capacity to produce 4 million empty cassettes per month.
- Should have an experience of at least 02 years in manufacturing of plastic empty cassette (PP/HIPS/ABS) for the medical devices industry.
- Should have produced & sold (on average basis) at least 5 million empty cassette per annum to the medical devices industry for last two years.
- Should be in a position to deliver the first supply of at least 1.5 million empty cassettes (PP/HIPS) within 45 days after approval of the cassette by HLL as per final specifications.
- Packing: The top & bottom part of the empty cassettes should be packed separately in sealed plastic bags containing 1000 Nos. Further such 5 to 10 plastic bags (5000 -10000 pieces in each shipper box) of Top & Bottom of empty cassettes should be packed in separate shipper boxes having enough strength FOR SAFE DELIVERY OF GOODS. (Note: The top & bottom part of the empty cassettes should be supplied in equal quantity separately.)
- 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 Lifecare Limited 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 two years. Such bidders would be subject to satisfactory testing of their samples when ever required.

Miscellaneous:

- i) The bidders should comply with the delivery schedules as specified in the tender.
- ii) The technical qualification of the bidders will be done as per requirements of qualification criteria for eligibility of firms as per clause 7 of schedule to rate contract.
- iii) The attributes of questionnaires in the annexures enclosed along with the bid document are for database and for vendor development.
- iv) In case of bidders participating for the first time in HLL Lifecare Limited, 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 02 years from the last inspection. However, if approved vendor has relocated its manufacturing facility, it is required to be inspected freshly.
- v) The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria as per clause 7.

Signature of the tenderer :

Name & Designation :

Full Address :

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

SECTION III: 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 two 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.

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 week time on receipt of intimation of such rejections. The supplier will be responsible to take back the rejected stores from the purchaser and replace with fresh stock duly inspected. The rejected stocks will be handed over by the purchaser 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 purchaser 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. SHELF LIFE AT THE TIME OF INSPECTION: NOT APPLICABLE

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/purchaser premises.
- (b) Clearly indicate the full address of manufacturer and the manufacturing premises in their tender

6. WARRANTY

The samples drawn up to the period of 6 months from the receipt of goods, the stores 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 goods also.

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 amount of 2% of the value of the ordered quantity which will be indicated therein, payable in Bank Guarantee (valid 60 days beyond the completion of the whole supply/one year demand draft in favour of HLL Lifecare Limited, payable at New Delhi/GURUGRAM within 30 days of the awarding of tender, failing which 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

- ii) Manufacturers name and address
- iii) Date of manufacture and Batch No.
- iv) Quantity contained therein.

09. INSTRUCTIONS TO THE TENDERERS

9.1 TENDER VALIDITY

- a) Tenderers should note the period 120 days 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 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 two 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.

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 letter 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 quantity 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 prevailing Arbitration Act. The nominee of the C&MD/Unit Chief, HLL Lifecare Limited, Manesar 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 the quality, the supplier will be obliged to notify the purchaser providing full details about the reason for recall and shall take steps to replace at supplier's own cost at the ultimate destination.

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 of 06 months from the date of receipt of stores by the consignee. 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, 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 as per purchase orders placed during the currency of the rate contract.

21. EXCISE DUTY

The quoted price should be inclusive of Excise Duty.

22. OCTROI DUTY AND LOCAL TAXES

The quoted price should be inclusive 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 two 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. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure A

SCHEDULE OF REQUIREMENTS

Sl No.	Item Description	Estimated Annual Requirement (in pairs)	Bid Security (in Rs. lakh)
1.	Empty cassettes (Top & Bottom) made in Polypropylene (PP) materials	10.0 Million	1.00
2.	Empty cassettes (Top & Bottom) made in High Impact Poly Styrene (HIPS) materials	2.0 Million	0.50

Please see the detailed specifications in Annexure – A1.

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure A-1

<u>SPECIFICATION OF</u> <u>PTK SMALL EMPTY CASSETTES (TOP AND BOTTOM)</u>		
S.No.	Parameters	Standard
1.	Material	Material should be HIPS/PP (Medical grade and non-recycled)
2.	Length (mm)	65±0.5
3.	Width (mm)	12.50 ± 0.25
4.	Thickness (mm)	4.25 ± 0.05
5.	Average weight (g)	1.8 ± 0.1
6.	Embossing	Cards should be embossed with C & T at their respective positions.
7.	Finishing	No one card should have cracks, scratches & spots Should be matched with Standard.
8.	Evaporation Window	Required
9.	Colour	The cards should be white colour & match with the standard
10.	Result Window upper dimension (mm ²)	20.00 × 5.60 mm ²
11.	Result Window lower dimension (mm ²)	12.60 × 2.75 mm ²
12.	Sample well inner Dimension	4.2× 2.7mm ² (in oval shape)
13.	Locking of Top and Bottom	There should be 8 pins for locking. Locking position should not be interchangeable.
14.	Locking and its strength	Locking should be proper and should not open on fall from 3.00 feet.
15.	Strip groove dimensions	Length : 62 mm; Width: 2.90 mm

Note:

- The above are indicative parameters for the purpose of cost estimation. However, the final parameters will freeze exact during the mould development activity by the tenderer in coordination with HLL.
- Supplier should submit 100 Nos. of samples of identical / similar cassette (PP/HIPS cassettes of similar dimensions or similar shape) manufactured by the tenderer along with the bid.

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

Annexure-B

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

RATE CONTRACT FORM - A

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. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

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.

Signature of the Tenderer
Name and Address:

Signature of Witness:
Name and Address:

Date:

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

Annexure-C

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

RATE CONTRACT FORM - B

From:-

To
Unit Chief,
HLL Lifecare Limited
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

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 are submitted as specified in the schedule(s) as follows:-

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

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.

*To be scored out by tenderer where not necessary.

Yours faithfully

(Signature of Tenderer)
Address.....
Dated.....

HLL Lifecare Limited
(A Government of India Enterprise)
Plot. No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

Annexure – D

QUESTIONS TO TENDERERS

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

1. Tender No. : **HLL/MFG/PUR/OT/RM/02/2017-18** Due for opening on.....
2. Offer is open for acceptance till.....
- 3 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.
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. Annual Turn Over during the last 2 years :
7. How many years have you been in the :
business of manufacturing ?
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 two 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 Primary Manufacturer.

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
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051
TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure- E

Additional Information

- (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.

Signature of the Tenderer

Full name and address (in Block Letters)

Date :

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

Annexure- F

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

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 estimated annual requirement and in case the purchaser 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 supplies.
- c) Test Report and make of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
- d) In case of rejection the material should be taken back and replaced at your's 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/destroyal 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.

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

e) 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.

f) 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.

g) 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.

h) 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 or part thereof 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.

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

j) 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. Total Number of packages/ serially numbered

k) 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 item
- b. Date of Manufacture
- c. Quantity
- d. Name & Address of Manufacturer
- g. All packages should be separately numbered and it should appear on top of the packages with proper labeling.

l) The following documents should accompany the consignment

- Invoice in triplicate
- Delivery Note/Challan
- Packing List
- LR/AWB/----

m) Mode of Transport shall be by road, unless otherwise specified.

n) Payment shall be made within 30 days of receipt, inspection and acceptance of the material.

o) 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 losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of 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 TENDERER
(WITH OFFICE SEAL)**

HLL Lifecare Limited
(A Government of India Enterprise)
Plot. No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

SCHEDULE – G

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

QUESTIONNAIRE FOR SUPPLIER DEVELOPMENT

- 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 item : Yes/No

- 4) Would you issue Conformance Certificate, if yes please furnish a copy of the same : Yes/No

- 5) Do you have any accreditation like ISO : Yes/No

- 6) Have you been assessed previously : Yes/No

- 8) List of customers

- 9) Sample furnished along with this or not (in the case of new vendor) : Yes/No

Date :
Place :

NAME & SIGNATURE OF THE TENDERER
(Office Seal)

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

Annexure-H

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

PRICE SCHEDULE

1	2	3	4	5	6	7
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
Empty cassettes (Top & Bottom) made in PP material	One pair of top and bottom of cassette					
Empty cassettes (Top & Bottom) made in HIPS material	One pair of top and bottom of cassette					

Note:

- 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.

Signature of Bidder
Name of Bidder
Business Address

Place :

Date :

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure - I

Performance Statement

(Performa for Performance Statement (for a period of last two 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

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

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
		Yes	No	
1.	Have all the columns of Annexures B and C been filled up?	Yes	No	
2.	Whether rate(s), quantum of Excise Duty properly included 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 purchaser 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 performance Statement as in Annexure - I	Yes	No	
9.	Whether the price has been filled in the Annexure-H ?	Yes	No	
10.	Have you enclosed duly filled up Performa B as in Annexure – K	Yes	No	
11.	Have you complied with all the requirements according to clause 9 concerning Instructions To Tenderers?	Yes	No	

Signature of the tenderers :

Name and full address (in Block letters)

HLL Lifecare Limited
(A Government of India Enterprise)
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM, HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure-K

PROFORMA 'B'

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

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. telephone number
d. e mail ID |
| 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 finished stage testing |
| 07 | Test certificate held |
| 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. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051

TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

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 201...

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. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM, HARYANA -122051
TENDER NO. : HLL/MFG/PUR/OT/RM/02/2017-18

Annexure - M

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
Unit Chief,
HLL Lifecare Limited
Plot.No. 70&71, Sector – 7, IMT,
MANESAR, GURUGRAM
HARYANA -122051
PHONE / FAX: 0124-4030949

WHEREEAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract nodated.....201... 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 J 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: