

**Tender for Supply of Diagnostic Equipments under  
Outright Purchase to HLL Lifecare Limited's diagnostic  
Laboratories across India.**

**Tender Ref No:HLL/SD/CHO/2017-18/Tender/002**



**SOURCING DIVISION  
HLL LIFECARE LTD.  
CORPORATE AND REGD. OFFICE  
HLL BHAVAN, POOJAPPURA  
THIRUVANANTHAPURAM  
0471-2354949, Ext. 326,323,242.  
[www.lifecarehll.com](http://www.lifecarehll.com)**

**Tender date: 1<sup>st</sup> June 2017**  
**Last date of Submission of Tender: - 15<sup>th</sup> June-2017, 15:00 Hours**  
**Opening of Technical bid: 15<sup>th</sup> June 2017, 15:30 Hours**

**CONTENTS**

<b>SL No.</b>	<b>ITEM</b>	<b>Page No.</b>
1	Notice Inviting Tender	3
2	Terms and Conditions	4
3	Annexure 1	16
4	Annexure 1.1 to1.2	17 to 19
5	Annexure-2	20
6	Annexure 3	21
7	Annexure 4	23
8	Annexure 5	24
9	Annexure 6	25
10	Annexure 7	27
11	Annexure 8	28
12	Annexure 9	29
13	Annexure 10	31

**NOTICE INVITING TENDER**

**Sub: Supply of Laboratory Diagnostic Equipment's under outright purchase to HLL Lifecare Limited's Laboratories across India**

**Tender No: HLL/CHO/SD/2016-17/TENDER/002 dated: 1<sup>st</sup> June 2017**

**I. Background**

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of services exists under HLL Lifecare apart from its products. Healthcare Services Division offers outsourcing partnerships to partnering institutions in the areas of diagnostic services, imaging services, laboratory services and specialist services. HLL retail Outlets offers medicine, surgicals, consumables, implants, lenses, frames, etc. in an affordable rate to the patients.

**II. Objective**

HLL is setting up Diagnostic labs in various Govt. & Non-Govt. Institutions across India as a joint initiative. The Centre will provide quality Diagnostic Services - in Biochemistry, Serology, Pathology, Microbiology etc. in various Govt. & Non-Govt. institutions at an economical rate. The Centre will mainly cater to the requirements of all departments of hospital including super specialty. The Centre shall procure products of various standard manufacturers/ suppliers who can provide high end lab equipment on outright purchase. The success of this noble venture depends on the co-operation of the manufacturer/supplier. We expect the companies to quote their best possible rate as a special case as HLL intends to pass on maximum benefit to the patients.

**HLL Lifecare Ltd**, invites sealed and super scribed quotation from Manufacturers / Authorised Distributors / Authorized Importers for Supply of Laboratory Diagnostic Equipment under outright purchase for HLL Diagnostic laboratories across India. Eligible bidders are requested to submit their best offer along with complete technical details, commercial terms & conditions as per this tender document.

***Publishing date of bid: 1<sup>st</sup> June 2017.***

***Last date of submission (at the office of the Senior Manager (SD), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram): 15<sup>th</sup> June 2017, 15:00 Hours.***

***Date of pre-bid meeting: 07<sup>th</sup> June 2017 11:00 Hours at the Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram.***

***Opening of Technical bid: 15<sup>th</sup> June 2017, 15.30 Hours at HLL Lifecare Ltd, Poojappura Thiruvananthapuram)***

Interested applicants can participate in the bid.

HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL web site, as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

**For HLL Lifecare Ltd.**

**Senior Manager (SD)**

## TERMS AND CONDITIONS

### 1.ELIGIBILITY CRITERIA FOR BIDDERS

1. Only manufacturer/Authorised distributor/authorised importer are eligible to bid. Authorization letter from Manufacturer in favour of authorized distributor/importer to bid / negotiate / conclude the order against this tender must be enclosed with technical bid. Manufacturers have to produce copy of the valid manufacturing license along with the technical bid.
2. The tenderer/bidder should have a minimum 03 (Three) years of experience for supply & successful installation of machines of similar equipment. Two recent empanelment certificate from any government or private agency or documents to prove the supplies made (and successful installation) to government and reputed private hospitals/institutes/retailers must be enclosed along with the technical bid.
3. The average annual turnover of the tenderer in the last three years shall not be less than Rs.5 crores. The audited annual report of the last three years should be submitted along with the technical bid.
4. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India.
5. Self-attested Non conviction certificate shall be enclosed along with the technical bid.
6. The tenderer should have service and distributor network to cover Pan India. The details of service engineers and list of distributors shall be submitted along with the technical bid.
7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.

The bid will be summarily rejected in case any or all of the following:

1. The bid with conditional and ambiguous clauses
2. The bid without EMD

The tender/bid of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

### **2. Scope of the work**

Supply and successful installation, validation and training of Laboratory diagnostic equipment on outright purchase to HLL Diagnostic Laboratory as per the Supply order terms and conditions and finalized rate. This tender will be used to empanel the bidders for HLL Diagnostic Laboratory for future projects also. The selected bidder will be considered for HLL Diagnostic Laboratory future projects also.

### **3. Product Specification**

Complete product technical specifications, technical details, make, model & country of origin, illustrations, literature, printed pamphlets/leaflets etc, must accompany the quotation. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall

not form the part of the contract. The original Literature or the relevant part of the user/service manual should be attached as proof. The tentative requirement of equipment's and its specifications are given from **Annexure – 1.1 to Annexure – 1.2.**

#### **4. Rate:**

4.1 Prices quoted should be '**Firm & final**' for Supply, Installation, Calibration, Validation and training at the sites, mentioning the quantity, unit price, total amount and applicable taxes etc. clearly as per the price schedule enclosed in **Annexure-9.**

4.2. The bids will be evaluated by taking the total rate quoted and the CAMC rate quoted.

4.3 Parties have to quote the rate considering the number of existing laboratories, and upcoming centers across India.

#### **5. Validity:**

The quoted rates must be valid for a period of 12 months from the date of notice of award. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

#### **6. Ethical Standard**

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition

#### **7. Non Moving & Expiry – Not applicable**

#### **8. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

#### **9. Clarification of Bidding Documents**

- a) 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 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.

- b) During the bid evaluation, 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.

#### **10. Amendment of bidding documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.

### **Preparation of Bids**

#### **11. Language of Bid**

All correspondence and documents related to the bid shall be in English.

- 12.** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two, price quoted in words shall be considered.

#### **13. Bid Form, Earnest Money Deposit (EMD)**

13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

13.2 Bidder shall furnish, as part of its bid, EMD. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

13.4 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -

(a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at **Annexure-07** or another form acceptable to the Purchaser

(b) Account payee Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram

13.5 Any bid not secured in accordance with Clauses 13.1 and 13.2 will be rejected by the Purchaser as non-responsive.

13.6 Unsuccessful bidder's EMD's will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

13.7 The EMD may be forfeited: -

(a) If a Bidder:

(i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(ii) Does not accept the correction of errors.

#### 14. Financial Bid

The Bid Price Schedule must be prepared in accordance with the instructions specified below:

- Parties have to quote the price in accordance with **Annexure-9**
- Parties have to provide separate quote (sheet) for quoting more than one equipment

**15. Fixed prices:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be 12 months (can be extendable) from the award of contract and not subject to any variations on any account during this period.

**16. Parallel rate contracts:** HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

**17. In case of Default:** The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

**18. Risk purchase:** If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to recover the same from the supplier if the supplier does not make the payment.

**19. Inspection:** The supplier should submit the quality test reports for the supplies made to HLL. The purchaser reserves the right to sample check the instrument/equipment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection)

Incase supplier is unable to meet the schedule with quantity and or time lines as mentioned in the tender, the same may be indicated vide separate letter giving the delivery time schedule as part of tender document. In the event L1 party does not meet the timeline as required by HLL, HLL reserves the right to go to the L2 party to meet the delivery deadline.

**20. Shelf Life:** The supplies of reagents, consumables, QC etc. if any should be from fresh stock only. Products should have minimum 2/3<sup>rd</sup> shelf life at the time of receipt at HLL outlet.

#### 21. Indemnity:

1. The supplier has to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, and all issues arising out of supply and installation of the Laboratory Diagnostic Equipments under outright purchase.
2. The supplier has to indemnify and hold harmless HLL, its affiliates and all Directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to malfunction of the equipments and reagents supplied by the supplier.
3. HLL will indemnify and hold harmless the supplier, its affiliates and all Directors, shareholders and employees of supplier from and against any and all liabilities,

damages, claims, fines, proceedings, penalties and expense including counsel fees of whatsoever kind or nature arising out of errors in clinical reports due to the mistake committed by technical person engaged by HLL.

**22. Short supply:** If any shortages in sealed boxes are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its F.O.R. value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent F.O.R. value corresponding to quantity found short.

**23. Submission of invoice:** Invoice/ bills shall be raised in the name of “ HLL Diagnostic Laboratories address mentioned in the purchase Order” and the same shall be submitted to the Centre in charge along with the materials to be supplied.

#### **24. Delivery & Installation of Goods/Equipments**

24.1. Delivery of the Goods/equipments shall be made by the Supplier as per purchase Order terms during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods/equipments, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As far as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

24.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages by the Purchaser.

24.3 Satisfactory installation/commissioning and hand over of the equipment shall be completed within 30 days from the date of issue of LOI / Notice of Awards. In case of emergency, the equipment to be installed and commissioned within the stipulated time as requested by the purchaser.

**25.** Equipment should be brand new; refurbished equipment will not be accepted by HLL. The supplier shall provide all the necessary accessories including UPS along with the equipment.

**26.** The bidder shall offer 3 Years unconditional warranty for the individual equipment. The Bidder should submit Comprehensive Annual Maintenance Contract rates for 5 Years after the Warranty Period, for the individual items specified.

#### **27. INCIDENTAL SERVICES**

27.1 The supplier may be required to provide any or all of the following services as part of the contract, including additional services, if any

(a) Unloading, safe storage and handling of consignment at site

(b) Performance or supervision of the on-site assembly if any of the supplied goods/equipments, installation, testing and commissioning of the equipment including software interface and validation of the test during the entire period of



contract at suppliers cost.

- I Furnishing of tools required for assembly and/or maintenance of the supplied Goods/equipments;
- (d) Furnishing of detailed operations and maintenance manual for each product/equipment
- I Performance or supervision or maintenance and/or repair of the supplied Goods/equipments, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (f) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

## 28. DOWN TIME

During contract period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint.

## 29. Submission of documents

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid).

**Technical Bid:** Envelop of Part – I should be super scribed as “**Tender for Supply of Laboratory diagnostic equipment on Outright purchase Part – I Technical Bid**”

The following documents shall be submitted as part of **Technical Bid** (Part 1).

1. All the documents as per Annexure 1 to 10 of this tender document Except Annexure 9
2. Earnest Money Deposit (EMD) in the form of bank Guarantee or DD.
3. Latest two supply orders received from various Govt. department/agencies/PSUs/reputed organizations for the supply of the item mentioned in the bid.
4. Sales Tax Registration Certificate/TIN No/GST number
5. Income Tax PAN number
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
7. Signed copy of tender document.
8. Check list of Items quoted by the bidder Annexure- 6

The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms & conditions of the tender.

**Financial Bid (Annexure-09):** Envelop of Part – II should be super scribed as “**Tender for Supply of Laboratory Diagnostic Equipment on outright purchase Part – II Financial Bid**”

Part – I (Technical Bid) & Part – II (Financial Bid) should be put in a single cover super scribed as “**Tender for supply of diagnostic equipments under outright purchase to HLL Lifecare Ltd’s diagnostic laboratories across India. Have to be submitted/couriered to the below mentioned address**”

**Senior Manager  
Sourcing Division  
HLL Lifecare Ltd.  
HLL Bhavan, Poojappura,  
Thiruvananthapuram.  
Ph.no: 0471 2353932.  
[registrationsd@lifecarehll.com](mailto:registrationsd@lifecarehll.com)  
[sdhcssouth@lifecarehll.com](mailto:sdhcssouth@lifecarehll.com)**

### 30. Evaluation process:

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

**Sub-Stage I (A) (Essential pre-qualification criteria):**

HLL will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has been submitted, whether all the documents are in prescribed Annexure and has been properly signed & stamped and whether the bids are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

**Sub-Stage – I (B) (Technical Evaluation):**

HLL will carry out evaluation of the technical bid and examine whether the bid is complying with the conditions mentioned in tender document. After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – I (A) & I (B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

**(b) Stage – II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation; the dates of financial bid opening will be informed to the qualified parties. After due evaluation of the financial bid(s), (Annexure-09) HLL will award the contract to the **lowest evaluated responsive bidder** (hereinafter referred to as the “Supplier”).

### 31. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

**32. Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

**33. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

- 1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
  - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
- 3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
  - a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

**34.** In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**35.** 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 Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

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 sent by Telex/Fax/Telegraph will not be accepted.

The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

**36. Opening of Bids by HLL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

**37. Clarifications on Bids**

During the bid evaluation, HLL 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.

### **38. Contacting HLL**

- 1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- 2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

### **39. HLL's Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

### **40. Notification of Award**

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award /LOI will constitute the formation of the Contract.

## **41. CONDITIONS OF THE CONTRACT**

### **41.1 Settlement of Disputes**

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialogue and negotiation.

#### **41.1.1 Conciliation/Arbitration**

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitrator shall be nominated by the Chairman & Managing Director of HLL Lifecare Limited.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the Sole arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

#### **41.1.2 No suspension of work**

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

#### **41.1.3 Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

#### **41.1.4 Jurisdiction of Courts**

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

#### **41.2 Bidders Responsibilities**

1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
2. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract
3. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
4. Any product related cases shall be borne by the manufacturer.

#### **41.3 Terms of Payment**

- a) 90% payment within 30 days of supply, installation and successful commissioning of the equipments at the specified HLL site.
- 57) Balance 10% will be paid against a Performance Bank Guarantee from a nationalized bank valid for the Guarantee period of 12 months from the date of successful commissioning.

#### **41.4 Delivery Schedule**

**Equipment shall be made available and installed & commissioned within 15 days of issue of LOI / NOA**

#### **41.5 Taxes and Duties**

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

#### **41.6 Intellectual Property**

All rights including the Intellectual Property Rights subsisting in any material /equipments including any tools, utilities or methodologies belonging to the Bidders and used to perform the obligations under this Agreement shall remain vested in the Bidders (the Bidders Properties) and any additional or new inventions made in the course of performance of services shall belong to HLL.

**41.7 Confidential Information**

HLL and the Bidder (the Receiving Party) shall keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

**41.8 Force Majeure**

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its Obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**42.4 Replacement**

Bidders who are qualified in the Technical evaluation will be empanelled for the quoted items for the future requirements of HLL.

**. 43. TRANSIT INSURANCE:**

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material/equipment is received in good condition at consignee's site. As such the Supplier shall despatch the material duly insured.

**43.1** HLL Lifecare Ltd reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Thanking you,  
Yours faithfully,

**Senior Manager (SD)**

## ANNEXURE – 1

**Equipments required**

SL.NO	EQUIPMENT	ESTIMATED QUANTITY (IN NOS)	EMD
1	SEMI AUTO ELISA READER	2 Numbers (Indicative)	Rs.6000/- (Rupees six thousand only)
2	SEMI AUTO BIOCHEMISTRY ANALYSER	57 Numbers (Indicative)	Rs.3,00,000/- (Rupees Three Lakhs only)



## ANNEXURE – 1.1

Sl. No.	SEMI AUTO ELISA READER	Whether the product meets the technical spec (Yes/No)
1	Should be 8-channel optical measuring system.	
2	Should work with a keypad or touch screen.	
3	Should be able to read 96-well plate.	
4	Should have capability for Bi chromatic measurements.	
5	Measurement time 12 seconds or less in the Monochromatic measurement mode.	
6	Should be provided with standard 405nm, 450nm, 492/490 nm, 578 nm, 630nm and 700 nm standard filters.	
7	Should have large LCD display, with user friendly software operation.	
8	Should have photometric range 0.0 ~ 3.5 or more Abs	
9	The On-board software should have capability of storing the calibration curve data for at least 8 standards in all the test programs.	
10	Should have memory of at least 2400 sample test results	
11	The system must accept external printer and must print results in pre-formatted matrix form giving details such as Sample No., Value, Abs and interpretation, with cut-off equation for qualitative results.	
12	Should have ports for external printer and for transmission of data to the host computer.	
13	Necessary Online UPS with One hour back up should be provided.	
14	The company supplying the instrument should have service and distributor network all over India	
15	Unconditional application support must be provided for programming any third party kit in the machine.	
16	The supplier has to provide 3 Years unconditional warranty	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## ANNEXURE – 1.2

Sl. No.	SEMI AUTO BIOCHEMISTRY ANALYSER	Whether the product meets the technical spec (Yes/No)
1	Analyzer should be microcontroller based semi-automated analyzer to perform routine biochemistry tests in Monochromatic/Bichromatic Mode (endpoint, fixed time & kinetic chemistries, multi standard curve calibration etc )	
2	Analyzer should offer minimum of 100 user definable programmable parameters.	
3	Analyzer should have Minimum 6 static interference filters	
4	Analyzer should display real time graph with averaged reading for each second from start to finish of the test.	
5	Analyzer should have minimum aspiration volume of 150 µl or less	
6	Analyzer should have facility to store around 1000 test results in the memory and can recall stored test results in ID wise, Date wise, Date and Test wise etc.	
7	Analyzer should have levy Jennings control graphs and Westgard algorithm	
8	Analyzer should have flow cell with volume capacity of 30 µl or less and temperature selection settings programmable from 25°C - 37°C .	
9	Analyzer should have LIS & PC Compatibility and should be able to connect to external Key board.	
10	Necessary Online UPS with One hour back up should be provided.	
11	The company supplying the instrument should have service and distributor network all India	
12	Unconditional application support must be provided for programming any third party kit in the machine.	
13	The supplier has to provide 3 Years unconditional warranty	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**Annexure-02**

**SELF-DECLARATION**

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

This is to certify that our company has not been Black Listed either by State Government or Government of India in connection with Manufacture and Supply of any of the Product(s).

We hereby guarantee that the products supplied by our company are not spurious and we

Further guarantee not to supply any sub-standard or spurious items. We assure that the products supplied shall be as per the tender specifications and as per the regulation of any such statutory authorities

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**Annexure-03**

**BID FORM**

Ref:

Date:

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

**Sub: Supply of Laboratory Diagnostic Equipment on Outright Purchase.**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **supply the products** under the above-named Tender in full conformity with the Bidding Documents for the total amount against the product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavors to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through to this Bid Form, up to one Year from the date of notice of award and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes except VAT as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for Supply of products under outright purchase and all other related activities.

We agree to all terms and conditions of the tender enquiry document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

**Annexure - 04**

**UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT GOODS**

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver the replaced stocks to the mutually agreed location.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**ANNEXURE - 05**

**PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED**

To,

**Senior Manager (SD)**  
**HLL Lifecare Ltd.**  
(A Govt. of India Enterprise)  
HLL Bhavan, Poojappura,  
Thiruvananthapuram – 695012  
Kerala, India

We hereby guarantee you that the goods supplied by us will be according to tender/purchase order specification and in case of any quality issues of the product supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_



**Annexure - 06****CHECKLIST**

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Annexure 6			
2	EMD in the form of BG/DD			
3	Tender Document Duly Signed and Stamped on all pages along with Corrigendum (if Any)			
4	Valid product manufacturing license for manufactures			
5	Authorization letter from the manufacture stating the bidder is the authorized distributor/importer for the firm.			
6	Copy of quality certificate applicable for facility/product (Applicable for manufacturer)			
7	Last three years P & L account and balance sheet duly certified by a Chartered Accountant.			
8	Last two years purchase orders received from various agencies for the supply of quoted items.			
9	Certificate of Registration constituting the firm			
10	Copy of the Pan Card			
11	Sales Tax Clearance certificate			
12	Power of attorney for signatory of bid.			
13	Recent Non conviction certificate			
14	Annexure -1: Specification			
15	Annexure -2 : Self Declaration			
16	Annexure -3: BID Form			
17	Annexure - 4: Under taking letter for replacement of market complaint goods			
18	Annexure -5: Product Liability clause for goods supplied			
19	Annexure - 8 Bidder Details			
20	Equipment Brochure			
21	Other Documents if any			

22	Check list of Products quoted by the bidder Annexure- 10			
----	--	--	--	--

Signature and seal of the Bidder with seal \_\_\_\_\_

**ANNEXURE - 07****EMD BANK GUARANTEE FORMAT**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ ( name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (Name of Country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (name of purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well 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 \_\_\_\_\_, 20\_\_.

**THE CONDITIONS of this obligation are:**

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
  - OR
  - (b) does not accept the correction of errors in accordance with Instruction to Bidders
  - OR
2. 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 execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay 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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... days/months after the date of bid opening i.e., ..... Days/months after ..... (Date), and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

## Annexure - 8

**BIDDER DETAILS**

Name of Firm/Manufacturer/Authorized Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/ Director.	
Phone & Mobile No.	
Name and address of Head Office	
Whether the firm is a registered firm Yes/No	
PAN No.	
Service Tax No	
VAT No.	
If the firm is registered as SSI unit (then copy of the certificate issued shall be attached.)	
Whether the firm has enclosed the Bank Draft/PayOrder/Banker's cheque as Earnest Money Deposit	
Whether the Firm/Agency has signed each and every page of Tender	
Full list of products with all variants & technical specification submitted or not	
Manufacturing license/Import license copy of the firm attached or not	
Authorization letter from the manufacture submitted	
Experience certificate as per tender pre-qualification criteria 1 (2) submitted or not	
Any other information, if necessary	

**NB – Kindly provide the copy of all documents for the detailed technical evaluation**

**Authorized signatory of the bidder with seal**

**ANNEXURE 09****PRICE BID****09.1 FORMAT FOR QUOTING OF PRICE**

<b>Sub:</b>	<b>Supply, Installation, Testing and Commissioning of following Lab equipments with all accessories as per the tender specifications enclosed</b>				
<b>SI No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate in Rs.</b>	<b>Amount in Rs.</b>
<b>Excise Duty</b>					
<b>Applicable taxes</b>					
<b>TOTAL AMOUNT IN RS</b>					
<b>(RUPEES IN WORDS)</b>					

**09.2 FORMAT FOR QUOTING OF PRICE FOR CAMC**

<b>Sub:</b>		<b>COMPREHENSIVE AMC FOR 5 YEARS AFTER THE WARRANTY PERIOD .</b>						
<b>SI NO</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>CAMC( Comprehensive Annual Maintenance Contract) Rate/Unit in Rs/Year (inclusive of applicable taxes)</b>				
				<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>	<b>6<sup>th</sup> Year</b>	<b>7<sup>th</sup> Year</b>	<b>8<sup>th</sup> Year</b>
<b>A)</b>	<b>AMC ITEMS</b>							
1	SEMI AUTO ELISA READER	2	Nos					
2	SEMI AUTO BIOCHEMISTRY ANALYSER	57	Nos					
<b>NOTE:-</b>								
<b>CAMC rates (including applicable taxes) shall be quoted separately for 5 Years and same will be considered for finalizing the L1 Bidder for each Item.</b>								

## ANNEXURE-10

**CHECK LIST OF PRODUCTS QUOTED**

<b>Sl.No</b>	<b>Equipment</b>	<b>Whether quoted Yes/No</b>
1	SEMI AUTO ELISA READER	
2	SEMI AUTO BIOCHEMISTRY ANALYSER	