

***TENDER FOR THE MANUFACTURE AND SUPPLY OF
BLOOD GLUCOSE MONITORING SYSTEM & TEST
STRIPS UNDER RATE CONTRACT FOR 36 MONTHS***

IFB No. HLL/MKTG/SD/2015-16/04 DT. 08-07-2015



HLL Lifecare Limited

(A Govt. of India Enterprise)

**HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India**

Tel: +0471 2354949, 2350959, 2350961, 2356352.

Website – www.lifecarehll.com

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(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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**Tender for the manufacture and Supply of
BLOOD GLUCOSE MONITORING SYSTEM & TEST STRIPS under
rate contract for 36 months.**

BID REFERENCE	:	HLL/MKTG/SD/2015-16/04 dt. 08-07-2015
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	08-07-2015, 11.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	31.07.2015, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	31.07.2015, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	31.07.2015, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	AVP (CTD & SD) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Ph: 0471 2354949, 2355426 Email – vgpillai@lifecarehll.com / hllsd@lifecarehll.com

The Bid Documents can be downloaded from our website www.lifecarehll.com. The bid documents are non transferable.

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INVITATION FOR BIDS (IFB)

IFB No: HLL/MKTG/SD/2015-16/04 DT. 08-07-2015

HLL Lifecare Ltd. hereby invites Sealed and Superscribed tenders under Two bid system for the Manufacture and Supply of Blood Glucose Monitoring System & Test Strips in HLL Brand Name under rate contract for 36 months.

SI No	Description	Unit	Tentative Qty
1	OPTION – 1 :Blood Glucose Monitoring System - One Meter, one Lancet Device, Instruction Manual, Carry Bag, 10 Strip and 10 Lancet	Nos.	800 Nos.
2	OPTION - 2 :Blood Glucose Monitoring System - One Meter, one Lancet Device, Instruction Manual, Carry Bag	Nos	800 Nos
3	Test Strips	Box of 50 Strips	10000 Boxes

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 31-07-2015 by the ASSOCIATE VICE PRESIDENT (SD & CTD) , HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

- Interested eligible Bidders may obtain further information from the office of the ASSOCIATE VICE PRESIDENT (SD & CTD) , HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com, email – vgpillai@lifecarehll.com, hllsd@lifecarehll.com
- A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 09.30 Hrs to 17.30 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs.3000.00 in the form of DD drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram.
- The Tender Documents can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
- Interested eligible bidders may submit their bidding documents at the office of the ASSOCIATE VICE PRESIDENT (SD & CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com.
- All bids must be accompanied by the items/documents specified herein and must be delivered to the ASSOCIATE VICE PRESIDENT (SD & CTD) Office on or before 31.07.2015, 14.30 Hrs. The bids (Technical Bids) will be opened on 31.07.2015 at 15.00 Hrs, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment of Tender document cost and Bid Security.
- The quantity mentioned above is only anticipated approximate quantity. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

SECTION I

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

HLL's is looking for vendors who can manufacture and supply Blood Glucose Monitoring System & Test Strips in HLL Brand Name under rate contract for 36 Months.

A.INTRODUCTION

1. Eligible Bidders

- 1.1 Primary manufacturers or their authorized representative are eligible to participate in this tender.
- 1.2 The design and specification provided by HLL is exclusive for HLL only. The same design/specification can't be used by the bidder for any other customer, during the course and till two year after the expiry of rate contract.
- 1.3 The bidder should have a minimum experience of 3 years in the field of manufacture and supply of the product.
- 1.4 Bidder should have good group financial background proven by balance sheet of 2 immediate previous financial years.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include the following sections:
 - I. Instruction to Bidders (ITB)
 - II. Qualification criteria
 - III. Technical Specifications
 - IV. Price Schedule
 - V. Annexure – I to Annexure – IV
 - VI. Perfoma for Performance Statement

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying

the source of inquiry) will be sent to all prospective Bidders who have sought clarification against the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids
- 5.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

C. PREPARATION OF BIDS

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and price bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- I. Copy of Receipt of payment against the purchase of tender document/ DD against the purchase of tender document (in case downloaded from website)
- II. Signed copy of Tender Document (all pages of Tender document to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- III. Duly attested copy of manufacturing license
- IV. In case of representatives of manufacturers quoting the tender, along with their legal status, place of registration, principal place of business, sales tax registration; they would also be furnishing duly attested copy of manufacturing license of the principal manufacturer's and other relevant documents mentioned underneath
- V. Duly filled and signed bid form as per the format given in Annexure IV
- VI. Bid security for Rs. 50000/-
- VII. Power of attorney (duly notarized) to sign the bid document
- VIII. Copy of PAN Card / Exemption certificate from Income Tax Department.
- IX. Copy of Balance sheet for the past two financial years, duly certified by a chartered accountant.
- X. Certificate of incorporation / Memorandum of Article
- XI. Copy of NSIC / MSME /SSI Certificate.
- XII. Sales tax registration.
- XIII. Check list as per Section - VI

- XIV. Product brochures of your offered product and Item-by-item commentary (compliance statement) on the Purchaser's Technical Specifications
- XV. Market standing certificate to prove that the bidder manufactures the quoted items for the past three years
- XVI. Perfoma for Performance statement for last 3 Years (Annexure - V)
- XVII. Self Declaration as per Annexure I and VI
- XVIII. The bidder is to submit a self declaration stating that the bidder or principal manufacturer is not black listed nor debarred by any Government departments / Agencies / statutory bodies against the supply of the equipments tendered for. In the event of any false declaration the bids submitted by the bidder or principal manufacturer would be rejected.
- XIX. Authorization issued by the principal manufacturer to the representative, in case of representative quoting the tender

7.2 PRICE BID

- a) Duly filled Price schedule as per section IV.

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

8. Bid Form and Bid security (EMD)

8.1 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, their country of origin, quantity and prices.

8.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

SI No:	Description	Bid security Amount	Validity
I	Blood Glucose Monitoring System & Test Strips	Rs. 50000/- (Rs. Fifty Thousand Only)	For six months from the date of bid opening.

8.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 8.8.

8.4 The bid security 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- III or another form acceptable to the Purchaser
- (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

8.5 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 will be rejected by the Purchaser as non-responsive.

8.6 Unsuccessful bidder's bid securities 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.

8.7 The successful Bidder's bid security will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to ITB clause 31.

8.8 The bid security 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 pursuant to ITB Clause 20.2
- (b) in the case of the successful Bidder, if the Bidder fails:

- (i) to sign the contract in accordance with ITB Clause 28; or
- (ii) to furnish performance security in accordance with ITB Clause 31.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The Unit basic price of the product as quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable.
 - (ii) Excise duty as applicable (ED) in percentage and amount.
 - (iii) Central Sales Tax as applicable (CST) in percentage and amount. Concessional C form will be provided.
 - (iv) Freight Charges for inland transportation to HLL Depot anywhere in India.
 - (v) Insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (vi) The total unit cost in figure and words. The total unit price will be the basis for evaluation.
- 9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. The price quoted will be valid for a period of two years from the date of opening of financial bid.

10. Bid Currencies

- 10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

- 11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.
- (a) That the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section II & III. To this end, all bids submitted shall include the following information:
- (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
 - (ii) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past 3 years and details of current contracts in hand and other commitments

12. Documents establishing goods conformity to bidding documents

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating

substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (b) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

13.1 Bids shall remain valid for 90 days from the date of Financial bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

13.3 The purchaser reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the purchaser's action.

14. Format and Signing of Bid

14.1 The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney duly notarized accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15 Sealing and Marking of bids

Separate bids shall be submitted for financial bid and technical bids.

15.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and 'FINANCIAL BID'. The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**ASSOCIATE VICE PRESIDENT (SD&CTD),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

(a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: "DO NOT OPEN BEFORE" 15.00 Hrs. ON 31.07.2015"

- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (c) If the inner and outer envelopes are not sealed and marked as required the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BIDS

- 16.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

18. Opening of Bids by Purchaser

- 18.1 The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 31.07.2015 at the following location:

**HLL Lifecare Limited, HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- 18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 18.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.

18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the goods. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

19.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20 PRELIMINARY EXAMINATIONS

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

21.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

21.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:

21.3 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance to HLL Depot / CFA anywhere in India..

22. CONTACTING THE PURCHASER

22.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily

23.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.

23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

24. AWARD CRITERIA

24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

27.2 The notification of award will constitute the formation of the contract

28 SIGNING OF SUPPLY AGREEMENT

28.1 The successful bidder has to sign a supply agreement, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 20 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

29. DELAYS IN DELIVERY OF GOODS

29.1 In the event of award of contract the bidder shall be able to provide a final sample product within 15 days of award of contract and start supply of goods within 30 days of release of orders. If the

machines are not supplied within specified timeline penalty clause will be applicable as per clause 29.2.

29.2 The Purchaser shall without prejudice to its other remedies under the contract deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.5% of the price of delayed Goods per week or part thereof until actual delivery or performance, up to a maximum deduction of 5% of the contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

29.3 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 forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

30. PAYMENT TERMS

30.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, – FOR anywhere in India.

30.2 The payments shall be released within 30 days from the date of delivery of goods in saleable condition. Test Reports are to be forwarded along with the original invoices.

30.3 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted the bid is likely to be rejected.

31 PERFORMANCE SECURITY

The successful bidder shall furnish Performance Security in the form of Bank Guarantee from nationalized bank / DD to the purchaser for an amount equal to 5% of the total value of the contract valid up to 365 days beyond the date of completion of all contractual obligations by the supplier. Performance security shall be submitted within 15 days from date of award of confirmed order, failing which the EMD submitted shall be forfeited.

32 WARRANTY / SPARES / SERVICE / MANUALS

32.1 This warranty shall remain valid for minimum FIVE year after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

32.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 15 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser

32.3 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with ITB - 33:

33.INSPECTION AND TESTS

33.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the

Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 33.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 33.3 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 alternations necessary to meet specification requirements free of cost to the Purchaser.
- 33.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site 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 Goods despatched.

34. RESOLUTION OF DISPUTES

- 34.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 34.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

35 PACKING

- 35.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 35.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

36 DELIVERY AND DOCUMENTS

- 36.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier

SECTION II

ELIGIBILITY/ QUALIFICATION CRITERIA:

ELIGIBILITY/ QUALIFICATION CRITERIA:

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract. Necessary Documentary evidence needs to be submitted to establish that the bidder has adequate capability to manufacture and supply Blood Glucose Monitoring System & Test Strips under this IFB.

The minimum criteria to participate in this IFB are as under:

- (a) The bidder or the manufacturer whose product is offered must have manufactured and supplied similar equipment of the type specified in the Bid Documents at least 75% (rounding off to nearest whole number) of the quantity offered in any one of the last **FIVE** calendar years and should be satisfactorily functioning with no adverse report for at least one year on the date of bid opening.
- (b) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section - VIII.
- (c) The bidder or its primary manufacturer should have a minimum experience of 3 years in the field of manufacture and supply of the product.

SECTION III

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Description	Required Specification
Blood Sample	Capillary Whole Blood
Blood Volume	2.5µL
Hct Range	20% ~ 60%
Measuring Range	20 ~ 600 mg/dL (1.1 ~ 33.3 mmol/L)
Measuring unit	mg/dL or mmol/L
Measuring Time	10 Seconds
Memory Capacity	180 blood glucose results
System Operating Temperature	10 to 40°C
System Operating Humidity	<85%
Meter Storage Temperature	0 to 50°C
Meter Storage Humidity	<95%
Size	L 85 * W 60 * D 21 mm
Weight	78g
Power supply	Two 1.50Volt (AAA) batteries
Battery Life	1500 tests
Test Strip Storage Time	1. An unopened vial of test strips can be stored for 24 months under room temperature 2. An opened vial of test strips can only be stored for 3 months under room temperature
Warranty	5 Years for Glucometer & 2 Years for Test Strips
Display	Must be large and easy to read

Product is to be supplied in the HLL's brand name "Makesure". Label art work will be provided by HLL

SECTION IV

FINANCIAL BID

Financial Bid

1	2	3	4		5		6	7	8	
Item Sl. No	Brief Description of the Goods	Unit Basic price	Excise duty		Sales Tax (CST will be applicable)		Freight charges	Any Other charges (To be specified separately, if any)	Total Unit price at HLL Depot Anywhere in India	
			%	Amt	%	Amt			In figures	In words
1	OPTION – 1 :Blood Glucose Monitoring System - One Meter, one Lancet Device, Instruction Manual, Carry Bag, 10 Strip and 10 Lancet	Nos								
2	OPTION - 2 :Blood Glucose Monitoring System - One Meter, one Lancet Device, Instruction Manual, Carry Bag	Nos								
3	Test Strips	Box of 50 strips								

All values in Rs.Ps.

- NOTE: 1) The columns may be filled as is applicable in each case.
- 2) The prices quoted shall be inclusive of all taxes, duties and levies and also freight & insurance etc. and F.O.R HLL Stores, Anywhere in India. Form C will be issued

Name_____

Business Address_____

Place: _____

Signature of Bidder_____

Date: _____

SECTION V

ANNEXURE (I – VI)

Annexure I

SELF-DECLARATION REGARDING NON-CONVICTION

To,

Associate Vice President (SD & CTD)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont have a criminal record.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

Annexure II

PERFORMANCE BANK GUARANTEE FORMAT

HLL LIFECARE LIMITED
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India

1. WHEREAS on or about the ____day of 2015 M/s._____ a Company having its registered office at _____ (hereinafter referred to as 'The Supplier') entered into an agreement bearing No._____(hereinafter referred to as 'The Contract'), with HLL Lifecare Limited , A Government of India Enterprise, incorporated as a company under the Companies Act 1956 acting through (hereinafter referred to as (HLL) for supply of _____ (hereinafter referred to as 'Goods').
2. AND WHEREAS under the terms & conditions of the contract, the Supplier shall furnish Performance Security Bond for an amount of Rs. _____(Rupees _____ only) representing 5% of the total value of the contract in the form of a bank guarantee, in a manner herein contained duly executed by a scheduled / nationalized bank towards satisfactory performance of the contract and performance of the goods and against any loss or damage caused to or suffered or would be caused to or suffered by HLL by reason of any breach by the said Supplier of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid up to 365 days beyond the date of completion of all contractual obligations by the supplier covering the Warranty/Guarantee period of the goods as per the terms & conditions of the said agreement.
3. NOW WE, the _____(Bank) in consideration of the promises do hereby agree and undertake to pay HLL Lifecare Limited, on behalf of the Supplier, the said sum of Rs._____(Rupees _____Only), the amount due and payable under the guarantee without any demur, merely on a demand from HLL stating that the amount claimed is due by way of loss or damage caused to, or suffered by HLL by reason of any breach by the said Supplier of any of the terms and conditions contained in the said agreement or by reason of the Supplier's failure to perform the said agreement or by reason of unsatisfactory performance of the goods during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees _____only).
4. WE undertake to pay to HLL the said sum of Rs._____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Supplier (s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
5. WE HEREBY further agree that the decision of HLL as to the amount of damages suffered by HLL by reasons(s) of any breach by the said Supplier or for non satisfactory performance of goods as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby further agree that our liability herein under shall not be discharged by virtue of any agreement between HLL and the Supplier with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of HLL showing any indulgence or forbearance to the Supplier as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.
7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the said date i.e. _____ all rights of HLL under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 2015

For _____

(indicate the Name of bank)

Annexure III

BID SECURITY BANK GUARANTEE FORMAT (EMD)

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)

BID FORM

Date _____

To

Associate Vice President (SD & CTD)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Ref. Your IFB No: HLL/MKTG/SD/2015-16/04 Dated: 08-07-2015

We, the undersigned have examined the above-mentioned IFB, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this IFB.

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this IFB.

We also accordingly confirm to abide by this IFB to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a 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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered / banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/corrigendum if any.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of

Annexure - V

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement (for a period of last 3 years)

Bid No:

Name of the firm:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)

Signature and Seal of the Bidder.....

.....

Annexure - VI

HLL LIFECARE LIMITED

Poojappura
THIRUVANANTHAPURAM-695012

HLL/MKTG/SD/2015-16/04 DT. 08-07-2015

DECLARATION

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF THE APPLICANT

Section - VI

CHECK LIST

Sl. No.	Particulars	Page No.
1	Signed & sealed copy of Tender Document	
2	Duly filled and signed bid form	
3	Power of attorney duly notarized to sign the bid document	
4	Sales Tax Clearance certificate	
5	Copy of PAN Card / Exemption certificate from Income Tax Department.	
6	Certificate of incorporation / Memorandum of Article	
7	EMD for Rs.50,000/- (If claimed exemption details to be attached)	
8	Tender fees Rs.3000/- (If claimed exemption details to be attached)	
9	Technical Specification Compliance statement duly signed & sealed .	
10	Copy of manufacturing license.	
11	Copy of TIN/CST/VAT registration certificates	
12	Authorisation from primary Manufacturer if bidder is an agent	
13	Certificate of Incorporation, MOA	
14	Copy of registration certificate with NSIC / MSME/ SSI	
15	Product brochures of your offered product and Item-by-item commentary (compliance statement) on the Purchaser's Technical Specifications	
16	The bidder must submit their balance sheet, profit and loss account for last two years duly certified by chartered accountant.	
17	Market standing certificate to prove that the bidder manufactures the quoted items for the past three years.	
18	Perfoma for Performance statement for last 3 Years (Section VI)	
19	Non conviction in the format enclosed as per Annexure - I in letter head Signed and sealed	
20	Declaration as per Annexure I & VI	