

**HLL Biotech Limited**  
**(A Government of India Enterprise)**  
**(A Subsidiary of HLL Lifecare Limited)**  
**Corporate identity number of HBL: U24290KL2012GOI030732 dtd 12.03.12**

**BID REF No: HBL/PIIC/LTE/GOODSLIFT\_PALLETS-  
PP\_WAREHOUSE\_EQP/001/16-17 dated 15.10.2016**

**LIMITED TENDER ENQUIRY FOR SUPPLY AND INSTALLATION OF  
GOODS LIFT\_PALLETS PP – WAREHOUSE EQUIPMENT AT PASTEUR  
INSTITUTE OF INDIA, COONOR**

**INTRODUCTION OF THE COMPANY**

The Institute started functioning as Pasteur Institute of Southern India, on 6th April 1907 and the Institute took a new birth as The Pasteur Institute of India (registered as a society under the societies Act 1860) and started functioning as an autonomous body under the Ministry of Health and Family Welfare, Government of India, New Delhi since the 10th of February, 1977. A governing body manages the affairs of the Institute. The Institute is a charitable organization working on a no profit-no loss basis.

Pasteur Institute of India (PIIC), Coonoor is one of the leading organization which is in to the production of Antirabies Vaccine and DPT group of Vaccines for the EPI of Govt. of India.

The scope of this project is for the revival of the existing DPT Vaccine Manufacturing facility according to cGMP norms along with the increase in the production capacity.

Ministry of Health and Family Welfare (MOHFW) has appointed HLL Lifecare Limited as Project Management Consultant (PMC) for the revival of DPT Vaccine Manufacturing Facility. Further, HLL Lifecare Limited has associated with NNE Pharmaplan India Limited, which has been appointed as “Engineering Consultants”. NNE Pharmaplan shall design and engineer this facility, incorporating the latest GMP Standards and best practices.

One amongst the several other jobs is to supply, commission & validate the equipment / systems.

The scope of work involved is detailed in the subsequent paragraphs and is precise to the extent possible. However it is expected from the supplier to consider and supply all those required for successful installation and commissioning of the equipment / system.

### **SCOPE OF WORK**

The scope of work is **Supply and Installation of Goods Lift\_Pallets PP – Warehouse Equipment (Schedule I and II) at PII Coonoor as per the Data Sheet given in the Tender Document.**

SCHEDULE NO.	EQUIPMENT	CAPACITY	QTY.	EMD
I	PALLET – PP	500 KGS	200 Nos	Rs.25,000/-
II	GOODS LIFT	1000 KGS	1 No	Rs.40,000/-
		500 KGS	1 No	

The supply has to be done by the supplier at **“Pasteur Institute of India, Coonoor - 643103, Nilgiris, Tamil Nadu, India”**.

### **DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:**

Sl	Description	Schedule
i.	Closing date & time for receipt of Tender	07-NOV-2016, 15:30 Hrs
ii.	Time and date of opening of Technical Bids	07-NOV-2016, 16:00 Hrs
iii.	Pre-Bid meeting Details:	Date and Time: 24.10.2016, 11:00 Hrs Venue: HLL Biotech Limited, TicelBiopark Campus (Module no. 013 - 015), CSIR Road, Taramani, Chennai- 600 113
iv.	Venue of Opening of Techno Commercial Tender	HLL Biotech Limited, TicelBiopark Campus (Module no. 013 - 015), CSIR Road, Taramani, Chennai- 600 113

## **1. Instruction to Bidders**

The bids are invited on two stage bidding process basis. The bid will constitute of Technical bid and Financial bid. Technical bid and financial bid to be submitted in separate sealed envelope. Technical bid cover along with EMD cover & financial bid cover should be kept in a separate single cover superscribing with tender reference number and item quoted. The technically qualified parties financial bid only be opened for financial evaluation.

The bid is invited for **Supply and Installation of Goods Lift\_Pallets PP – Warehouse Equipment at PII Coonoor as per the Data Sheet given in the Tender Document** “as per specification and other details given in the bid document. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies or HLL in participation and award of such contracts.

1.1 Bidders can send their queries and clarifications to address given in clause 1.4, up to three days prior to the due date of bid submission. There is no bid document fee

1.2 Bids shall be addressed in the name of :

**The Chief Executive Officer,**  
**HLL Biotech Limited,**  
**TICEL Bio-park Campus (Module no. 013-015),**  
**CSIR Road, Taramani, Chennai- 600 113**  
**Contact No: 044 22544949/72.**  
Email: [ramanr@hllbiotech.com](mailto:ramanr@hllbiotech.com) / [sureshs@hllbiotech.com](mailto:sureshs@hllbiotech.com)

Due date of submission of the bid will be on **07.11.2016 upto 15:30 Hrs.** The technical bid will be opened on the same day at **16:00 hrs.** The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.

- 1.3 Bids shall be valid for 120 days from the date of technical bid opening.
- 1.4 The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.

## 2. Mode of submission of Bids

### a. Tender Cost/Tender fee: Deleted

Documents to prove the eligibility criteria should be submitted in a separate sealed envelope marked "Technical Bid". Technical bid should consist of the following:

- b. **EMD (Earnest Money Deposit) in the form of crossed demand draft/ banker's cheque** in favor of "HLL Biotech Limited" payable at Chennai or in the form of Bank Guarantee from any nationalized / Schedule Commercial bank has to be submitted for **following item and value** which shall be valid for 90 days from the date of tender opening in case of DD or 45 days beyond the bid validity in case of BG.

**EMD amount for Schedule I: Rs. 25,000/- (Rupees Twenty Five Thousand only)**

**EMD amount for Schedule II: Rs. 40,000/- (Rupees Forty Thousand only)**

- c. Bid document ***bearing signature and seal of the bidder in all pages***
- d. **Annexure: I** (Proposed Drawings)
- e. **Annexure : II** (Bid Data sheet)
- f. **Annexure: III** (Past experience, including Performance Certificate from clients).

All other supporting documents (mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.

The financial bid should be put in a separate envelope, sealed and marked "**Financial Bid**". The financial bid should contain the following

- a. **Annexure: IV** (Price Bid form)
- g. **Annexure : V** (Manufacturer Authorization Form)
- h. The bids shall be enclosed in a sealed envelope super scribing "**Tender for Supply and Installation of Goods Lift\_Pallets PP – Warehouse Equipment,**

**Tender Ref No. HBL/PIIC/LTE/GOODSLIFT\_PALLETS-**

**PP\_WAREHOUSE\_EQP/001/16-17 dated 15.10.2016”** and shall be addressed

to:

**The Chief Executive Officer,**

**HLL Biotech Limited,**

**TICEL Biopark Campus (Module no. 013-015),**

**CSIR Road, Taramani, Chennai- 600 113**

**Contact No: 044 22544949/72, Fax: 044 22540101.**

- i. Any bid received after the stipulated time period shall be considered as late tender and will be rejected.

### 3. Minimum Eligibility Criteria

#### 1. The Tenderer:

Has to be a manufacturer of the Schedule equipment (OR)

Has to be an authorized Indian representative / agent of the original equipment manufacturer/s of the Scheduled equipment. In case of authorized dealer / agent, the Manufacturer's Authorization certificate / Form (as shown in Annexure – V of the tender document) from the Manufacturer to be attached.

2. The bidder must have proven and demonstrable experience in supply of scheduled equipment provided for the last five financial years. (Copy of Purchase orders (PO) to be provided).
3. The bidder must have supplied, installed and commissioned similar to the type as specified in the schedule at least 50 % of the quantity required during the last five financial years as per the schedules mentioned above. Completion certificates / Handing over report/proof to be provided.
4. Net worth of the company shall be positive during the last three financial years. The balance sheet, profit and loss account for last three financial years certified by a Chartered Accountant shall be submitted.
5. The Average Annual Turnover of the tenderer must be minimum of Rs.6 Lakhs for both the schedules for the last three financial years certified by a Chartered Accountant shall be submitted.

#### 4. COUNTRY OF ORIGIN

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

#### 5. Bid Evaluation

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- c. The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

#### 6. Tender Price & Documents

For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods should be quoted on **FOR PII COONOR basis** with the detailed breakup of ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory

- etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India, if the contract is awarded.
  - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted should be on **FOR PII COONOR** basis at consignee site in India as indicated in the List of Requirements, Price Schedule.
- b) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.

**FOR PII COONOR** price will be considered for comparison and evaluation.

#### **Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee, to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of despatch, the supplier shall notify the purchaser/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to be submitted as per the instruction of purchaser:



- I. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- II. Two copies of packing list identifying contents of each package.
- III. Inspection certificate issued by the nominated Inspection agency, if any.
- IV. Certificate of origin.
- V. Insurance Certificate
- VI. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

## **7. Exemptions/Forms**

HBL will not be giving any duty exemption. **HBL will not issue the "C" form.**

## **8. Rejection of bids**

Notwithstanding the above conditions, HBL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HBL's action.

## **9. Notification of Award**

- 9.1 Prior to the expiry of the period of offer validity prescribed by HBL, HBL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. The purchase order will be issued to the successful bidder. No correspondence will be entertained by HBL from the unsuccessful Bidders.
- 9.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through a Purchase Order.
- 9.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMD's of technically non-responsive bidders will be returned after financial bid opening.

## **TERMS AND CONDITIONS**

### **1. DEFINITION:**

1.1 For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i. "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
- ii. "Contractor/ Bidder" Means successful lowest bidder.
- iii. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- iv. "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- v. "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

### **2. PAYMENT SCHEDULE:**

Payment shall be made as specified in the contract in the following manner:

Sl.No	Stage	Percentage (%)
1	On Supply of material at site	80% of the order value
2	After successful Installation & Commissioning & Final Acceptance approved by authorized HBL's Representative	20% of the order value

**Payment for services:**

Deleted.

**3. TAXES AND OTHER LEVIES**

The quoted price shall be inclusive of all applicable taxes and duties.

**4. PERFORMANCE SECURITY**

- 4.1 The successful bidder has to furnish performance guarantee from nationalized / scheduled bank in the form of a bank guarantee in the name of HLL Biotech Limited on receipt of the purchase order. The Performance Bank Guarantee shall be valid up to a **period of 2 years** (completion of warranty) beyond the completion of work with **additional claim period of 2 months** (initially valid for a period of 30 months from the date of issue of Purchase Order) for **5%** of total contract value has to be submitted within 30 days from the date of Purchase Order. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.
- 4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the EMD.
- 4.3 Forfeiture of Performance Security  
In case, the Contractor/ Bidder fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.
- 4.4 In case, the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Contractor/ Bidder. The Contractor/ Bidder forthwith, on demand from HBL, shall make good the deficit.

**5. ADDITIONS/DELETIONS**

- 5.1 HBL shall have the right to direct in writing for changes, additions, modifications

or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.

- 5.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Contractor/ Bidder except through and with proper approval of HBL.

## 6. TIME SCHEDULE

- 6.1. The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 6.2 The material shall be delivered and installed at site within **4 months from the date of issue of purchase order.**
- 6.3 The Final Acceptance Certificate shall be issued on completion of the entire scope of work by the vendor.
- 6.3 The supply and installation shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Contractor/ Bidder to adhere to the agreed time schedule, HBL shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However if there is a purposeful delay by the Contractor/ Bidder, HBL reserves all rights to terminate the contract and get the full work executed at his risk and cost.

## 7. EXTENSION OF TIME

- 7.1 To adhere to the above mentioned time schedule the Contractor/ Bidder shall provide on demand necessary documents, information and certificates/undertakings to HBL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor/ Bidder shall be considered for grant of extension of time. If the Contractor/ Bidder require extension of time, they shall intimate in writing to HBL within 3 days of the

occurrence of such hindrance/delay, along with proper documents.

- 7.2 HBL after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HBL for any penal action to the extent of the delay attributable to the Contractor/ Bidder. Any extension of time granted as stated above shall neither entitle the Contractor/ Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

## **8. ABANDONMENT OF WORK**

- 8.1 If the Contractor/ Bidder/ supplier abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Contractor/ Bidder/ supplier. The Contractor/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HBL including the recovery of liquidated damages.
- 8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

## **9. WARRANTY**

- 9.1 The bidder shall give warranty of the equipment for a period of **minimum two years (2 years)** from the date of final acceptance certificate from HBL. HBL shall grant right of access to the Contractor/ Bidder, of this portion of the work claimed to be defective for inspection and rectification.
- 9.2 HBL may recover the loss from the dues of the Contractor/ Bidder in case of failure to comply with the above clause.

## **10. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS**

10.1. When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, HBL shall have powers:

- a) To rescind the agreement.
- b) To engage another Contractor/ Bidder to carry out the balance work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

## **11. GENERAL**

11.1 The Contractor/ Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the specifications.

11.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HBL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.

11.3 The Contractor/ Bidder shall indemnify and keep indemnified HLL Biotech Ltd against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the Contractor/ Bidder.

11.4 The Contractor/ Bidder hereby agrees that HBL shall have the right to take out any of the activities, which in the opinion of HBL is not being performed by the Contractor/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Contractor/ Bidder.

## **12. ARBITRATION**

12.1 All disputes or differences whatsoever arising between the parties out of or relating to the Contractor/ Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by HBL and

the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

**12.2** The place of arbitration shall be at **Chennai**.

### **13. FALL CLAUSE**

The prices charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization (s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

### **14. STATUTORY VARIATIONS**

In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However beyond this period HBL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

**ANNEXURE- I**  
**SCHEDULE OF REQUIREMENT**

**BID REF No: HBL/PIIC/LTE/GOODSLIFT\_PALLETS-PP\_WAREHOUSE\_EQP/001/16-17**  
**dated 15.10.2016**

1	2	3	4	5						6
SCHEDULE	BRIEF DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	QUANTITY (Nos.)	PRICE PER UNIT (RS.)						TOTAL PRICE (AT CONSIGNEE SITE) BASIS (RS.) 4 X 5(F)
				EX - FACTORY/ EX -WAREHOUSE /EX-SHOWROOM /OFF - THE SHELF (A)	EXCISE DUTY (IF ANY) [%AGE & VALUE] (B)	CST/ VAT(IF ANY) [%AGE & VALUE] (C)	PACKING AND FORWARDING CHARGES (D)	INCIDENTAL SERVICES (INCLUDING INSTALLATION & COMMISSIONING, SUPERVISION, INSURANCE, DEMONSTRATION , TRAINING, DOCUMENTATION AND QUALIFICATION) AT THE CONSIGNEE'S SITE (E)	UNIT PRICE (AT CONSIGNEE SITE) BASIS (F) =A+B+C+D+E	

NB: Unit price shall be written in figures and words

Total Tender price in Rupees:

IN WORDS:

\_\_\_\_\_

\_\_\_\_\_

Note:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_ Seal of the Tenderer \_\_\_\_\_



**ANNEXURE- II**  
**BID DATA SHEET**

S.no	Description	Details
1	Bid reference number	HBL/PIIC/LTE/GOODSLIFT_PALLETS-PP_WAREHOUSE_EQP/001/16-17 dated 15.10.2016
2	Due date for submission	07.11.2016 UP TO 15:30 HRS
3	Name & Address of bidder	
4	Year of establishment	
5	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
6	Name & Address of Directors/Partners	1. 2.
7	PAN Number	
8	Contact Phone-Office	
9	Cell	
10	Email	
11	Copy of MOA/partnership deed/Registration	Attached/Not Attached
12	Copy of PAN of Directors/Partners	Attached/Not Attached
13	Latest IT return statement	Attached/Not Attached
14	Past three years P&L, Balance Sheet	Attached/Not Attached
15	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
16	Power of Attorney/Authorization to sign the bid	Attached/not Attached
17	Manufacturer's authorization letter	Attached/not Attached
18	EMD (in favor of HLL Biotech Limited in the form of Demand Draft / Banker's cheque from a Nationalized or Scheduled bank, payable at Chennai)	Attached/Not Attached

### ANNEXURE- III

**Details of Projects for which Equipments (Technical specification as per Annexure-I) were supplied & installed in the last TWO years**

Sl. No.	Name and location of the Project	Name and address of the Client	Project Details		Completion Date
			Details of the items supplied	Project Value Rs Lakhs	
1					
2					
3					
4					
5					
6					

**Satisfactory completion certificates from the clients to be attached.**

## ANNEXURE- IV

**BID REF No: HBL/PIIC/LTE/GOODSLIFT\_PALLETS-PP\_WAREHOUSE\_EQP/001/  
16-17 dated 15.10.2016**

### **BID FORM**

**Item: GOODS LIFT & PALLETS-PP of Warehouse Equipment**

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (**FOR PII Coonoor**) in full conformity with the said bidding documents for the sum of:

**In Fig:**

**IN WORDS**

(Hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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:

Signed by:  
In the capacity of

**ANNEXURE- V**  
**MANUFACTURER'S AUTHORISATION FORM**

To

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**HLL Biotech Limited, Chennai**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, AMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

---

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

**Note:**

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.