

**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/012



**SOURCING DIVISION
HLL LIFECARE LTD.
CORPORATE AND REGD. OFFICE
HLL BHAVAN, POOJAPPURA
THIRUVANANTHAPURAM
0471-2354949, Ext. 326,323,242.
www.lifecarehll.com**

**Tender date: 17th Oct 2017
Last date of Submission of Tender: - 25th Oct-2017, 15:00 Hours
Opening of Technical bid: 25th Oct-2017, 15:30 Hours**

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HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
Tel: +91 471 2354949, 2355426.
Website – www.lifecarehll.com

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

TENDER No : HLL/SD/CHO/2017-18/Tender/012
DT.17.10.17

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 25.10.2017, 15.00 HRS

DATE AND TIME OF OPENING
OF TECHNICAL BIDS : 25.10.2017, 15.30 HRS

PLACE OF OPENING OF BIDS : HLL Lifecare Limited
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India

ADDRESS FOR COMMUNICATION : Senior Manager (Sourcing)
HLL Lifecare Limited
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India
E-mail : sdhcssouth@lifecarehll.com

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/2017-18/TENDER/012 dated: 17th October 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.

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**INSTRUCTION TO BIDDERS****1. Bid Data Sheet**

Address for Communication	Senior Manager (Sourcing) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – sdrbdsouth@lifecarehll.com Website – www.lifecarehll.com
Bid validity	12 Months from the date of opening the financial bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.
Date of publishing of bid	17.10.2017, (10.00 Hrs)
EMD for 3 PART CELL COUNTER	Rs.14,000 (Rupees fourteen thousand only)
EMD for SEMIAUTO BIOCHEMISTRY ANALYSER	Rs.4,000 (Rupees four thousand only)
Dead line for submission of Bids	25.10.2017 (15:00 Hrs.) <i>(at the office of the Senior Manager (SD), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram):</i> Any bid received after the bid submission deadline prescribed in the bid, will be rejected
Date, time and place of opening of bids	25.10.2017 (15:30 Hrs.) at HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

2. 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.
8. 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. Documentary proof for establishing all mentioned eligibility criteria need to be attached in the technical bid

3. Amendment of Bidding Documents

3.1 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.

3.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.

3.3 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

4. 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.

5. 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.**

6. Rate:

6.1. 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.**

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

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

7. 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.

8. Ethical Standard

8.1 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

9. Non Moving & Expiry – Not applicable

10. 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.

11. 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.

12. 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.

13. Preparation of Bids

13.1 Language of Bid

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

- 13.2 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.

14. 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.

Sl. No.	Description	EMD amount(Rs)	Validity
1	3 PART CELLCOUNTER	14000	6 Months
2	SEMIAUTO BIOCHEMISTRY ANALYSER	4000	6 Months

- 13.3 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: -

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:
- (ii) to furnish performance security (5% of the value of the item excluding the annual maintenance cost) within 21 days of after the receipt of Notification of award

15. Bid Currencies

Prices shall be quoted in Indian Rupees.

16 .Documents establishing goods conformity to bidding documents

16.1 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.

16.2 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.

16.3 For the purpose of the commentary to be furnished pursuant to 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.

17. 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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. Delivery & Installation of Goods/Equipments

- 27.1. 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.
- 27.2 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.
- 27.3 Satisfactory installation/commissioning and hand over of the equipment shall be completed within 15 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.

28. 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.

29. 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.

30. INCIDENTAL SERVICES

- 30.1 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.

31. 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.

32. 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- 10

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**

sdhcssouth@lifecarehll.com

33. 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”).

34. 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.

35. 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.

36. 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.
- 37.** 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.
- 38.** 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. CONDITIONS OF THE CONTRACT

44.1 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.

44.1.1 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

44.1.2 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.

44.1.3 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.

45. 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.

46. 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.

47 Terms of Payment

- a) 90% payment within 30 days of supply, installation and successful commissioning of the equipments at the specified HLL site.
- b) 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.

48 Delivery Schedule

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

49 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.

50. 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.

51. TERMINATION BY DEFAULT

51.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

(a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or

(b) If the Supplier fails to perform any other obligation(s) under the contract.

51.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall

be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

52. 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).

53. 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.

. 54. 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.

55 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	3 PART CELLCOUNTER	2 Number (Indicative)	Rs.14000(Rs. Fourteen thousand only)
2	SEMI AUTO BIOCHEMISTRY ANALYSER	2 Number (Indicative)	Rs.4000 (Rs. Four thousand only)

ANNEXURE – 1.1

Sl. No.	EQUIPMENT NAME 3 PART HEMATOLOGY CELLCOUNTER	Whether the product meets the technical spec (Yes/No)
1	<p>Automated Hematology Analyzer should capable of analyze 20 parameters in both Whole blood (WB) mode and Pre-diluted (PD) mode which analysis parameters are below.</p> <p>WBC, RBC, HGB, HCT, MCV, MCH, MCHC, PLT, LYM%, MXD%, NEUT%, LYM#, MXD#, NEUT#, RDW-SD, RDW-CV, PDW, MPV, PCT, P-LCR Large platelets concentration Ratio (LPCR)% and absolute LPCR</p>	
2	<p>Instrument should be capable to perform min of 50 samples/Hour</p> <p>Instrument should be facilitated with user programmable active mode minimum of up to 4Hrs.</p>	
3	<p>Blood mixer should be there</p> <p>WBC the Histogram should have Lymphocytes, Mid cells and Granulocytes and each population should be segregated in different colour pattern to interpret the histogram in a better way.</p>	
4	<p>Preferably there is no wastage of reagent during start-up and shut-down process.</p> <p>Instrument should have automatic double checking if the platelet value is < 40000/ μL without additional sample or reagent consumption.</p>	

5	Instrument should have separate sample intake probe for whole blood and Pre diluted blood sample. Instrument should have built-in program for clot removal and Orifice Clog removal.	
6	Instrument should have a result memory not less than 1000 tests. Sample dilution through Maintenance free Shear valve /SRV technology.	
7	Instrument should have live reagent inventory details onboard and reagent consumption history with date and time. Instrument should have QC program with L-J Plot.	
8	Instrument should have the external PC connectivity and should provide PC software for Patient data management and Result reporting. Instrument should have continuous monitoring of Orifice cleanliness, and user information with each sampling.	
9	The system must have 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.	
10	Should have ports for external printer and for transmission of data to the host computer.	
11	Necessary Online UPS with One hour back up should be provided.	
12	The company supplying the instrument should have service and distributor network all over India	
13	Unconditional application support must be provided in the machine (24*365 days).	
14	The supplier has to provide 3 Years unconditional warranty	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

ANNEXURE – 1.2

SI. No.	SEMI AUTOMATED 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, TDA, Immunoturbidimetric, electrolytes, multi standard curve calibration etc.)	
2	Light source – 12v/20w Quartz Haloge Lamp. Photometric Range - 0.100 to 2.300 Abs	
3	Analyzer should offer minimum of 100 user definable programmable parameters.	
4	Filters/Wave lengths - 7 standard Filters (340nm, 405nm, 505nm, 546nm 578nm and 620nm, 680nm) & 3 free positions for optional Filters. IN the instrument Flow Cell should be in direct contact with Temperature sensor	
5	Analyzer should display real time graph with averaged reading for each second from start to finish of the test. Kinetic Test Measurement should be 2 Readings /Sec with user programmable non linearity %.	
6	Analyzer should be aspiration volume of 250-1500 µl Instrument should have user programmable Air volume between consecutive samples to prevent Carry over	
7	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.	
8	Analyzer should have Levy Jennings control graphs and Westgard algorithm Quality Control - 2 controls/test, QC survey of last 30 control results Levey Jennings plot.	
9	The instrument should have the sample aspiration technology with Maintenance free Bellows/ Peristaltic Pump driven by a stepper motor; The aspiration volume calibration frequency should be minimum.	
10	Analyzer should have flow cell with volume capacity of 30 µl or less and temperature selection settings programmable from 25°C - 37°C.	
11	Analyzer should have LIS & Host Connectivity - Instrument should have the facility to communicate with external PC.	
12	Necessary UPS with One hour back up should be provided.	
13	The company supplying the instrument should have service and distributor network all India Instrument should have quality certificate for the Photometers from any of the National / International regulatory bodies like FDA or CE IVD.	
14	Unconditional application support must be provided for programming any third party kit in the machine. (24*365 days)	
14	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 - 06CHECKLIST

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			
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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 THE PRICE OF THE EQUIPMENT****1. 3 PART CELL COUNTER**

Supply, Installation, Testing and Commissioning of following Lab equipments with all accessories as per the tender specifications enclosed				
SI No	Item Description	Base Rate (In Rs.)	GST (%)	Total Amount (IN Rs.)
<u>1</u>				

2. SEMI AUTO BIOCHEMISTRY ANALYSER

Supply, Installation, Testing and Commissioning of following Lab equipments with all accessories as per the tender specifications enclosed				
SI No	Item Description	Base Rate (In Rs.)	GST (%)	Total Amount (IN Rs.)
<u>1</u>				

Date:**Name & Signature of authorized person with company seal**

09.2 FORMAT FOR QUOTING OF PRICE FOR CAMC

COMPREHENSIVE AMC FOR 5 YEARS AFTER THE WARRANTY PERIOD								
SI NO	Item Description	Qty	Unit	CAMC(Comprehensive Annual Maintenance Contract) Rate/Unit in Rs/Year (inclusive of applicable taxes)				
				4 th Year	5 th Year	6 th Year	7 th Year	8 th Year
1	3 PART CELL COUNTER	1	No					
2	SEMI AUTO BIOCHEMISTRY ANALYSER	1	No					

NOTE:-

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. The tax percentage has to be indicated separately.

Date:**Name & Signature of authorized person with company seal**

09.3 FORMAT FOR QUOTING OF PRICE FOR REAGENTS

<i>Name of Equipment: 3 Part cell counter</i>							
<i>Please quote the reagents required for following tests</i>							
Sl.no A1	Description of Item- Test Parameter Name A2	Pack size A3	Consumption Volume per test A4	Cost Per Reportable test-CPRT (Inclusive of all consumables, reagents, calibrator, Cleaning & washing solutions etc.) (In Rs.) A5	GST (%) A6	TOTAL AMOUNT A7 In Figure	Total Amount A8 in words
1							

Name of Equipment: Semi Auto Biochemistry Analyzer							
Please quote the reagents required for following tests							
Sl.no A1	Description of Item-Test Parameter Name A2	Pac k size A3	Consumptio n Volume per test A4	Cost Per Reportable test-CPRT (Inclusive of all consumable s, reagents, calibrator, Cleaning & washing solutions etc.) (In Rs.) A5	GST (%) A6	TOTAL AMOU NT A7 In Figure	Total Amoun t A8 in words
1	Blood Urea						
2	Serum Creatinine						
3	Bilirubin Total						
4	Bilirubin Direct						
5	SGOT						
6	SGPT						
7	Serum Alkaline Phosphatase						
8	Serum Total Protein						
9	Serum Albumin						
10	Total Cholesterol						
11	Serum Triglycerides						
12	HDL						
13	AMYLASE						
14	Serum Calcium						
15	Serum LDH						
16	chloride						
17	Potassium						
18	sodium						
19	Uric Acid						
20	Serum Phosphorous						
21	CPK						
22	CPK-MB						
23	Glucose						
24	Magnesium						

25	GGT						
26	Ceruloplasmin						
27	RF						
28	ASO						
29	CRP						
30	TIBC						

Date:

Name & Signature of authorized person with company seal

09.4 FORMAT FOR QUOTING OF PRICE FOR QC

<i>Name of Equipment: 3 Part cell counter</i>					
Sl.no	QC Parameter	Pack Size	Base Rate/Pack(Rs)	GST (%)	Total landed cost(Rs)
1					

<i>Name of Equipment: Semi Auto Biochemistry Analyser</i>					
Sl.no	QC Parameter	Pack Size	Base Rate/Pack(Rs)	GST (%)	Total landed cost(Rs)
1					

The lowest bidder shall be arrived after considering all the relevant parameters.

Date:

Name & Signature of authorized person with company seal

ANNEXURE-10

CHECK LIST OF PRODUCTS QUOTED

Sl. No	Equipment	Whether quoted Yes/No
1	3 PART CELL COUNTER	
2	SEMI AUTO BIOCHEMISTRY ANALYSER	