

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
Corporate identity number of HBL: U24290KL2012GOI030732 dtd 12.3.12

BID REF No: HBL/IVC/LTE/BENCH TOP LYO/17-18 dated 05-12-2017

**LIMITED TENDER ENQUIRY FOR SUPPLY, INSTALLATION, COMMISSIONING AND
VALIDATION OF BENCH TOP LYOPHILIZER AT INTEGRATED VACCINE COMPLEX,
CHENGALPATTU**

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated as a subsidiary of HLL Lifecare Ltd, a Government of India Enterprise under the Ministry of Health and Family Welfare, Government of India. HBL is conceived to take the lead role in providing products, services and assistance in achieving our country's goals in immunization and eradication of deadly diseases.

HBL is setting up an Integrated Vaccine Complex (IVC) at Chengalpattu, an emerging industrial hub in the southern tip of Tamil Nadu state. Project outlay for IVC is Rs 6.00 Billion and 75% of the products & services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country.

This project has been declared as a "Project of National Importance" by the Government of India.

SCOPE OF WORK

The scope of work is **Supply, Installation, Commissioning and Validation of Bench top Lyophilizer at Integrated Vaccines Complex, SF No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamilnadu, India.**

Details regarding important dates are as follows:

SL	DESCRIPTION	SCHEDULE
I.	DATE & TIME FOR RECEIPT OF TENDER	12.12.2017, 10:30 HRS

II.	DATE AND TIME OF OPENING OF TECHNICAL BIDS	12.12.2017, 11:00 HRS
III.	VENUE OF OPENING OF TECHNO COMMERCIAL TENDER	HLL Biotech Limited, INTEGRATED VACCINES COMPLEX, SF No: 192 & 195, Thirumani Village, Chengalpattu – 603001, Tamil Nadu, India.

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 super scribing with tender reference number and item quoted. The technically qualified parties financial bid only be opened for financial evaluation.

- 1.1 The bid is invited for the **Supply, Installation, Commissioning and Validation of Benchtop Lyophilizer at IVC Chengalpattu**. 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 HBL in participation and award of such contracts.
- 1.2 Bidders can send their queries and clarifications to address given in clause 1.3 below, up to three days prior to the due date of bid submission.
- 1.3 Bids shall be addressed in the name of:

The Chief Executive Officer,
HLL Biotech Limited,
Integrated Vaccine Complex,
SF No: 192 & 195,
Thirumani Village,
Chengalpattu – 603001,
Tamil Nadu, India.

Due date of submission of the bid will be on **12.12.2017 up to 10:30 Hrs.** The technical bid will be opened on the same day at **11:00 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.

- 1.4 Bids shall be valid for 120 days from the date of technical bid opening.
- 1.5 The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.
- 1.6 IRS & URS is attached as Annexure – I & II to this tender document.

2. Mode of submission of Bids

a. Tender Cost/Tender fee: NA.

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 **Chengalpattu** 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 details shall be as below:

Schedule. No	Equipment	Quantity	EMD in Rs.
1	Benchtop Lyophilizer	1	70,000/-

- c. Bid document ***bearing signature and seal of the bidder in all pages***
- d. **Annexure: I** (IRS)
- e. **Annexure: II** (URS)
- f. **Annexure: III** (Price Schedule – Supply & AMC)
- g. **Annexure: IV** (Bid Data Sheet)
- h. **Annexure: V** (Past experience, including Performance Certificate from clients).

- i. **Annexure: VI** (Bid form)
- j. **Annexure: VII** (Manufacturer Authorization Form)

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

The bids shall be enclosed in a sealed envelope super scribing **"Tender for Supply, Installation, Commissioning and Validation of Benchtop Lyophilizer at IVC, Chengalpattu Tender Ref: HBL/IVC/LTE/BENCH TOP LYO/17-18 dated 05-12-2017"** and shall be addressed to:

**The Chief Executive Officer,
HLL Biotech Limited,
Integrated Vaccine Complex,
SF No: 192 & 195, Thirumani Village, Chengalpattu – 603001,
Tamil Nadu,
India.**

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

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

- a) **Annexure: VI** (Bid form)
- b) **Annexure: III** (Price Schedule – Supply & AMC)

3. Minimum Eligibility Criteria

- The tenderer has to be manufacturer of the tendered equipment
(OR)

Has to be an authorized Indian representative of the equipment manufacturer having manufacturers authorization certificate.

- In case the manufacturer of the tendered is foreign origin, the manufacturer should have a permanent establishment of authorized representative in India for carrying out of activities for Clearing, Forwarding, Transportation, Installation, Commissioning, Qualifying, Training and Warranty.
- The tendered should have successfully supplied, installed, commissioned at-least two benchtop lyophilizer, in the last FIVE years in any of the human vaccine formulation unit. (Purchase Order/Installation certificate/Completion certificate/Performance Certificate for the benchtop Lyophilizer to be attached)
- The average turnover of the tenderer must be minimum INR 250 Lakhs (or equivalent in Foreign Currency) during the last three financial years (2014-15, 2015-16, 2016-17).
- Net worth of the Tenderer should be positive during the last three financial years (2014-15, 2015-16, 2016-17).

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.

- d. Both the Supply Price and the AMC price will be taken in to consideration for the comparison/ranking purpose.

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 IVC Chengalpattu basis** with the detailed breakup of ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties 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) 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 IVC Chengalpattu 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 IVC Chengalpattu 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

NA

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 subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods or Foreign Origin Located Within India.

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

Advance

An advance of 10% of the contract value shall be released against Bank guarantee equivalent to 110% of the advance amount and submission of 5 % of the contract value as Security Deposit/ Performance Security in the form of Bank Guarantee from any scheduled commercial bank. The advance bank guarantee shall be valid for a period up to the completion of the contract.

On delivery at site:

70 % of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- Consignee Receipt Certificate in original issued by the authorized representative of the consignee
- Two copies of packing list identifying contents of each package
- Dispatch Clearance from Purchaser or authorized agent
- Inspection Certificate issued by the nominated Inspection agency, if any.
- Insurance Certificate
- Certificate of Country of origin.

On validation and Final Acceptance Certificate by Client/ Purchaser:

Balance 20 % payment would be made against Submission of IQ and OQ report approved by the client / purchaser and 'Final Acceptance Certificate' issued by the consignee/ purchaser subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

100% of the Payment shall be made in the currency through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the supplier in a bank in his country as specified in the contract in the following manner:

Advance

10% of the net CIP price after submission of Bank guarantee equivalent to 110% of the advance amount in the same currency along with submission of Performance security equal to 5% of the contract value in the form of a bank guarantee from or in the case of a foreign tenderer, the same shall be endorsed by a Nationalized Indian Bank. The advance bank guarantee shall be valid for a period up to the completion of the contract.

On Receipt of Goods at site:

70% of the net CIP price (CIP price less Indian Agency commission) of the goods delivered shall be paid and upon submission of documents specified hereunder:

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- Four Copies of packing list identifying contents of each package;
- Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 24 hours;
- Manufacturer's/Supplier's warranty certificate;
- Manufacturer's own factory inspection report and
- Certificate of origin by the chamber of commerce of the concerned country;
- Goods receipt certificate by the ultimate consignee on receipt of goods at this site/warehouse.

On validation and Final Acceptance Certificate by Client/ Purchaser:

Balance 20 % of the net CIP price payment would be made against 'Final Acceptance Certificate' issued by the consignee/ purchaser subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

d) Payment of custom duty amount, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning,

supervision, demonstration and training) will be paid in Indian Rupees to the Manufacturer's Authorized Indian representative at actual on intimation to purchaser with Bill of Entry and supporting documents.

C) Payment for Annual Maintenance Contract Charges:

The Consignee/Client will enter into AMC with the supplier at the rates as stipulated in the contract, three months prior to completion of warranty period. The payment of AMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the consignee.

However, entering into an agreement on AMC Service with the Supplier on completion of warranty period is the sole discretion of the Purchaser.

- The supplier shall not claim any interest on payments under the contract.
- Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- The payment shall be made in the currency / currencies authorized in the contract.
- The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- While claiming payment, the supplier has also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

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 1 year** (completion of warranty) beyond the completion of work with **additional claim period of 2 months** (initially valid for a period of **17 months** from the date of issue of Purchase Order) for **5%** of total contract value has to be submitted within 15 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 at site within **3 months from the date of issue of purchase order and installation, commissioning and validation to be completed within 15 days from the date of delivery of materials at site.**
- 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 all the equipment for a period of **minimum one year** 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:
- To rescind the agreement.
 - 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 Prices quoted by the Contractor/Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 11.3 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.
- 11.4 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.
- 11.5 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 – III **Price Schedule**

A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN **ORIGIN LOCATED WITHIN INDIA**

Schedule. No	Equipment	Quantity	Supply		Installation	
			Unit Price(in Rs.)	Total Price(in Rs.)	Unit Price(in Rs.)	Total Price
1	Benchtop Lyophilizer	1				
Total Basic Price						
P&F						
Insurance						
Freight						
GST @ _____						
Total Price in Rs.						
Grand Total (Supply & Installation) in Rs.						

NB: Unit price shall be written in figures and words

Total Tender price in Rupees: _____

Inwords: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for AMC after warranty shall be quoted separately as per – Price Schedule C

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Schedule. No	Equipment	Quantity	Supply		Installation	
			Currency__	Currency__	Currency__	Currency__
			Unit Price	Total Price	Unit Price	Total Price
1	Benchtop Lyophilizer	1				
Gross FOB Price at sea / airport of Lading (inclusive of Agency commission) - A						
Insurance & Freight - B						
Net CIP Port of destination by Air/Sea (A+B) - C						
Customs duty % & HS Code						
Customs Clearance & Handling Charges ** - D						
Loading / Unloading / Inland Transportation & Incidental cost till Consignee's site** - E						
Installation, Commissioning, Supervision, Demonstration, Training Documentation and Qualification at the consignee's site** - F						
Grand Total - C						
Grand Total ** - G (D+E+F)						

** Will be paid in Indian Currency (Rs.)

Total CIP price in figures:

And in words: _____

Total in INR at Consignee site price in figures:

And in words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual Maintenance Contract (AMC) after warranty shall be quoted separately as per Price Schedule C.
3. The Tenderer will be fully responsible for the safe arrival of the goods at Consignee Site.

4. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation and will be allowed on actual basis subject to bidders quoted prices as ceiling under various heads which will be adjusted later against balance payment.
5. The quoted price should be bidder's best lowest rate supported with original proforma invoice from the foreign manufacturers Indian Agent to be paid in Indian Currency.

Signature of Tenderer_____

Name_____

Business Address_____

Place: _____

Signature of Tenderer_____

Date: _____

Seal of the Tender_____

C) PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT
AFTER WARRANTY PERIOD

Schedule. No	Equipment	Quantity	Ist Year		IInd Year	
			Unit Price Rs	Total Price Rs A	Unit Price Rs	Total Price Rs B
1	Benchtop Lyophilizer	1				
Total Basic Price						
GST @ _____						
Total AMC Cost (A + B)						

*** After completion of Warranty period**

NOTE: -

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour, after satisfactory completion of Warranty period may be quoted for next 2 years on yearly basis for complete equipment.
3. The cost of AMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of AMC will be added for Ranking/Evaluation purpose.
5. The payment of AMC will be made as per clause 2 (C).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during AMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name_____

Business Address_____

Place: _____

Signature of Tenderer_____

Date: _____

Seal of the Tenderer_____

ANNEXURE- IV

BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/IVC/LTE/BENCH TOP LYO/17-18 Dated 05-12-2017
2	Due date for submission	12.12.2017 @ 10.30 HRS
3	Name & Address of bidder	
5	Year of establishment	
6	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	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 Chengalpattu)	Attached/Not Attached
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ANNEXURE- V

Details of Projects for which Equipment's (Technical specification as per Annexure-I) were supplied & installed in the last three 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					

Satisfactory completion certificates from the clients to be attached.

ANNEXURE- VI

BID FORM

Item: Supply, Installation, Commissioning and Validation of Bench Top Lyophilizer at IVC, Chengalpattu.

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 IVC Chengalpattu**) 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 (Supply of Equipment & AMC)** 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- VII

MANUFACTURER'S AUTHORISATION FORM

To

HLL Biotech Limited, Chengalpattu

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.

ANNEXURE- VIII

BANK GUARANTEE FORM FOR ADVANCE BANK GUARANTEE

Ref.....

Date.....

Bank Guarantee No....

To

HLL Biotech Ltd.,
Module 013-015,
Ticel Biopark Campus,
CSIR Road, Taramani,
Chennai – 600 113.

Dear Sirs,

In consideration of the HLL Biotech Ltd., hereinafter referred to as 'HBL', which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns, having awarded to M/s. _____ having its registered office at _____ hereinafter referred as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrators, executors and assigns, a contract hereinafter referred to as the 'Order' for _____ referred to as the 'Supply and Services' on terms and conditions set out, inter-alia in the HBL's Order No. _____ dated _____ valued _____ at _____ (in words & figures) and as the HBL having agreed to make a payment against the above ORDER, to the Supplier amounting to Rs. _____ (in words & figures) as an advance against Bank Guarantee to be furnished by the Supplier, the said advance to be adjusted against the supply and services to be performed by the Supplier, we _____ hereinafter referred to as the 'Bank' which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns **having our office at _____ do hereby undertake to give the irrevocable and unconditional guarantee and** do hereby undertake to pay the HBL on first demand without any demur, **reservation, contest recourse and protest and without reference to the Supplier** any and all monies payable by the Supplier by reason of any breach by the said Supplier of any of the terms and conditions of the said order to the extent of Rs. _____ (in words & figures) till the said advance is adjusted as aforesaid at any time up to _____. We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the HBL on account of the said advance is adjusted/recovered in full as aforesaid or till the HBL discharges this guarantee.

The HBL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time vary the advance or to extend the time for performance of the supply and services by the Supplier. The Bank shall not be released from its liability under these presents by any exercise of the HBL of the liberty with reference to the matter aforesaid.

The HBL shall have the fullest liberty, **without reference to Supplier and** without affecting this guarantee to postpone **for any time or** from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any **power**, covenants contained or implied in the order between the HBL and the Supplier or any other course or remedy or security available to the HBL and the Bank shall not be released of its obligations under these presents by any exercise by the HBL of its liberty with reference to

matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the HBL or any other indulgence shown by the HBL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee.

The right of HBL to recover the outstanding sum of advance with applicable costs up to Rs. _____ from the bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by HBL on the Bank shall be conclusive and binding.

The Bank further undertakes not to revoke this guarantee during its currency without prior and written consent of the **HBL and further agrees that the guarantee contained shall continue to be enforceable till the HBL discharges this guarantee.**

The Bank also agrees that the HBL shall at its option is entitled to enforce this guarantee against the bank as principal debtors, in first instance, notwithstanding any other security or guarantee that **HBL** may have in relation to the Supplier's liabilities of the said advance.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to as Rs. _____ (in words & figures) and it will remain in force up to and including _____ (date of completion of supply and services) and shall be extended from time to time for such periods as may be advised by M/s..... on whose behalf this guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the purchase order and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until _____ day _____.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney / Resolution of Board of Directors dated.....granted to him by the Bank.

Dated.....this.....day of.....20

Signed by

Place:

(Person duly authorised by Bank)

Witness :

SECTION – IX

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

HLL Biotech Ltd.,
Module 013-015,
Ticel Biopark Campus,
CSIR Road, Taramani,
Chennai – 600 113.

1. In consideration of HLL Biotech Limited (hereinafter called “HBL”) having agreed under the terms and conditions of Order No..... dated..... made between (here in after called “the said contractor(s)”) for the work (herein after called “the said agreement”) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We (indicate the name of the Bank) (herein after referred to as “as Bank) hereby undertake to pay to the HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from HBL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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).

3. We undertake to pay to HBL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this guarantee shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of HBL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of HBL Certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We..... (Indicate the name of Bank) further agree with HBL that HBL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said

agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any of the powers exercisable by HBL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the HBL or any indulgence by HBL to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of HBL in writing.
8. This guarantee shall be valid up to unless extended on demand by HBL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the day of 20....

For
(Indicate the name of Bank)

.....
Seal, name & address of the Bank and address of the Branch