

**NATIONAL COMPETITIVE BIDDING**  
**FOR**  
**CONCLUDING THE RATE CONTRACT**  
**Of**  
**CONTRACT MANUFACTURING OF**  
**RAPID AND ELISA KITS ON LOAN**  
**LICENSE**  
**FOR**  
**HLL LIFECARE LIMITED**



**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**  
**PHONE: 0124-4030949**  
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**HLL Lifecare Limited**  
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**Plot.No. 71, Sector – 7, IMT,**  
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**SECTION I: INVITATION FOR BIDS (IFB)**

**Date : 01.05.2013**

**Tender Enquiry No. : HLL/MFG/PUR/OT/LL/01/13-14**

1. HLL Lifecare Limited, A Government of India Enterprise intends to conclude annual rate contract(s) on firm and fixed price basis for contract manufacturing of rapid and ELISA kits on loan license basis as per schedule of requirement in **Annexure-A and A-1**. The rate contract validity will be one year from the date of conclusion of Rate Contract.

<b>Sl. No.</b>	<b>Item Description</b>	<b>Annual Estimated Requirement (in Nos.)</b>	<b>Bid Security (in Rs.)</b>
1.	Rapid tests of HIV1/2, HBsAg, HCV	75,000 tests each	Rs 10,000/-
2	ELISA tests of HIV1/2, HBsAg, HCV	1,00,000 tests each	Rs 10,000/-

2. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule (**Annexure-B**) and (**Annexure-C**) the same should be filled in, signed and returned to this office. A list of questions (**Annexure-D and E**) which should be answered is attached, and should be returned along with the tender, failing which your tender is liable to be ignored/rejected.
3. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of the **HLL Lifecare Limited, No.71, Sector-7, IMT, MANESAR, GURGAON, HARYANA**. A complete set of bidding documents may be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com) by any interested eligible Bidder (The bidders who are participating in the bid should enclose the non-refundable fee as indicated below in the form of a Demand Draft in favour of "**HLL Lifecare Limited**", payable at **New Delhi / Gurgaon**).

Small scale Units registered with NSIC are exempted from Tender Document fee and payment of Bid Security but Authenticated copy of the valid NSIC certificate for the tendered product should be submitted along with Technical bid of the tender to qualify for such exemption.

**Schedule and Time Lines**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

<b>Sl No.</b>	<b>Description</b>	<b>Schedule</b>
i.	Dates of sale of tender enquiry documents	<b>02.05.2013 to 24.05.2013</b> , in all working days, during 10:00 Hrs. to 16:00 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited Plot No 71, Sector 7, IMT, Manesar, Gurgaon – 122051, Haryana State, India
iii.	Price of bidding document (non-refundable)	<b>Rs. 1,000.00</b>
iv.	Pre Tender Meeting Date & Time	<b>14.05.2013, 15.00 Hrs. (IST)</b>
v.	Pre Tender Meeting Venue	Same as above
vi.	Closing date & time for receipt of Tender	<b>28.05.2013, 1400 Hrs. (IST)</b>
vii.	Time and date of opening of Techno-Commercial tenders	<b>28.05.2013, 15.00 Hrs. (IST)</b>
viii.	Venue of Opening of Techno-Commercial Tender	Same as above

4. The bidders should submit both **Technical bid and Price bid** separately. The technical bid is valid for 02 years.
5. The incomplete tender is likely to be summarily rejected without any further correspondence.
6. The **Price Bid** of those Tenderers who qualify in the Technical Bid only will be opened. The **Price Bids** of Tenderers who do not qualify will be returned **unopened**.
7. The date & time of opening the **Price Bid** will be intimated separately.
8. The completed bids must be received at the office of the **Unit Chief, HLL Lifecare Limited, No.71, Sector – 7, IMT, MANESAR, Gurgaon, Haryana- 122051, India**, on or before time and date given above. It will be the sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before the specified date & time mentioned. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of HLL at the address given in above.
9. In the event of the last date specified for receiving and opening the bids being declared as a closed holiday for HLL's office, the last date for submission of bids and opening of bids will be the following working day at the same venue and time.

11. The bid documents are non transferable.
12. Bid document may also be downloaded from website of HLL ([www.lifecarehll.com](http://www.lifecarehll.com)). If that be the case, **the Price of the bid document (non-refundable) i.e. Rs.1000 shall be enclosed along with the Bid by way of a D.D in favour of HLL Lifecare Limited payable at New Delhi/Gurgaon .**
13. Bids without the 'price of Bid' shall be rejected.

**Unit Chief,  
HLL Lifecare Limited  
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**SECTION II: SCHEDULES TO RATE CONTRACT**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**1. TENDER DETAILS :**

The tender shall remain open for acceptance 120 days from the date of bid opening

**2. PRICE SCHEDULE**

Prices shall be quoted as per the format enclosed at **Annexure - H**. Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Price will remain firm and fixed for all supply orders placed during the first year of the Rate Contract. Prices for subsequent years will be decided mutually between HLL and supplier using pre decided benchmarks like dollar rupee exchange rate, yearly inflation and any change statutory duties etc.

**3. TERMS OF DELIVERY**

The tenderer shall be responsible to arrange safe delivery of stores, by rail/road free of cost at Manesar, Gurgaon, Haryana, which will be also mentioned in the Supply Order. The rates quoted by the tenderer should include all costs for Free Delivery to Consignee site at destination i.e. at HLL Lifecare Limited, Plot No. 71, Sector -7, IMT Manesar, Gurgaon, Haryana.

**4. TENDER DOCUMENT**

The complete tender document consists of:

- (a) Invitation of Tender
- (b) Schedule to tender enquiry along with all annexure

**4.1 Documents comprising the bid**

The two part Bid, that is, **Techno-commercial/Technical bid** and **Price bid** prepared by the Bidder shall comprise of the following:

- a) **Techno-commercial/Technical Bid (unpriced Bid)**: This should interalia include the following with page mark referenced on an “Index page” against each for easy identification (for this purpose, the entire bid must be page marked ):-
  - i) Bid security furnished in accordance with the schedule of requirements.
  - ii) Detailed technical specifications of items quoted and if applicable, along with Catalogue/Literature, fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices)
  - iii) Statement of Deviations parameter wise from Tendered Commercial conditions, if any
  - iv) Statement of Deviations parameter wise from tendered Technical specifications if any;
  - v) Bidders to indicate Name and Address of their Bankers;

- vi) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three financial years duly attested by Chartered Accountant;
  - vii) Documentary evidence in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted & Documentary evidence established that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents; and The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity but without the prices.
  - viii) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The bidder shall also furnish details of equipment and quality control in the enclosed proforma 'B'.
  - ix) Current ITCC /PAN may be enclosed/ indicated along with the bid.
- b) **Price Bid:** The information given at Sr. No.4.1 (a) (ii) and (ix) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum prices as per description given at Clause No.2.

The tenderers are required to submit all the above documents completely filled and signed failing which their offer is liable to be ignored.

## 5. BID SECURITY

- 5.1 The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in the Schedule of Requirements (See Annexure –A), in a separate single sealed envelope and shall be marked as 'bid security to tender enquiry for \_\_\_\_\_(item name).
- 5.2 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s HLL Lifecare Limited, payable at New Delhi/Gurgaon from a scheduled bank or Bank Guarantees in the prescribed format enclosed along with this bid document as annexure - L. When bid security is furnished by the bidder as bank guarantee, the validity of the bank guarantee must be 45 days beyond the validity of bids i.e 120 days from the date of bid opening.

## 6. SUBMISSION OF BIDS.

### 6.1 SEALING AND MARKING OF BIDS:

The Bidders shall seal the original and copy of the bids in a separate envelopes duly marking the envelopes, separately as (i)Techno-commercial/Technical Bid (original) (unpriced) (ii) Techno-commercial/Technical Bid Copy (unpriced) ) (iii) Price Bid (original) (iv) Price Bid (copy) and (v) Bid security and all these envelopes enclosed in another sealed outer envelope duly marked.

## 7. QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS

The bids are invited from reputed, qualified and experienced indigenous basic manufacturer (s) for contract manufacturing of Rapid and ELISA kits of HIV, Hepatitis B, Hepatitis C on loan license basis.

Also the bidders can also offer contract manufacturing of antisera's A, B, D (for blood group testing), Typhoid, Syphilis (RPR) on loan license arrangement.



7.1 For being considered as basic manufacturer, the bidder should be performing following desired minimum number of steps of product manufacturing in their premises. However, preference will be given to the bidders performing more number of steps, corresponding to such number of additional steps.

**A. Manufacturing of Rapid Card Lateral Flow Tests** (Performing minimum 05 steps out of 06 steps mentioned below)

- a) Production of colloidal gold particle and coating of same with antibodies or antigens.
- b) Coating of antibodies or antigens on nitrocellulose membrane.
- c) Assembly of coated colloidal gold particle, coated nitrocellulose membrane, sample pad etc in a laminated sheet form.
- d) Cutting of assembled laminates into strips of desired width and placing the same in plastic housing
- e) Pouching of cassette/ card/ midstream/ strips in laminated pouches under Controlled Relative Humidity condition.
- f.) Packaging of individual components as mentioned above and presenting into kit form

**B. Manufacturing of ELISA Tests** (Performing minimum 04 steps out of 05 steps mentioned below)

- a. Coating of solid phase with antigen/ antibody
- b. Production of enzyme- antibody or enzyme - antigen conjugate
- c. Production of washing reagents for ELISA.
- d. Production of substrate reagents ELISA.
- e. Production of stop solution for ELISA.

7.2 The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.

7.3 The bidder shall also furnish details of equipment and quality control in the enclosed proforma 'B' (Annexure K). **If the bidder is an authorized agent the details of equipment and quality control of his principals' facility is to be furnished in the enclosed proforma 'B'**(Annexure K).

7.4 Should have appropriate statutory licenses / registration for production of tendered items & should be following appropriate GMP guidelines prescribed for the same.

7.5 Should having compliance of above all criteria with ISO 13485 certification .

7.6 Should be in a position to deliver the first supply as per delivery schedule within 30 days of confirmation of order.

7.7 The supply shall be **in minimum order quantity** or its multiples as per supply schedule.

7.8 The bidders would be required to submit documentary evidence of being in business for tendered goods along with satisfactory performance certificate from their customers for the

last three years. Such bidders would be subject to satisfactory testing of their samples when ever required.

7.9 The quotation from the bidders should comply with the delivery schedules as specified in the tender.

7.10 The bidder shall submit samples equivalent to 150 tests along with the tender failing which the tender shall be summarily rejected/ignored.

7.11 Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract should circumstances warrant such an assessment in the overall interest of the purchaser. The bidder must have satisfactorily manufactured and supplied **10%** of quantity of specific goods on cumulative basis in any one year in the previous 3 years.

**Note:**

1. The attributes of questionnaires in the annexure enclosed along with the bid document are also form part of the qualification criteria.
2. The bidders manufacturing premises and facility shall be inspected before evaluating for qualifying in the Technical bid.
3. The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria / minimum eligibility criteria.

**7.2 THE ADDITIONAL QUALIFICATION CRITERIA / MINIMUM ELIGIBILITY CRITERIA IS LISTED BELOW:**

1. The manufacturer should have proven and demonstrable experience in manufacturing and sales of desired products.
2. The products HIV, Hep B, HCV test kits and Antisera blood grouping reagents should be approved by the government approved laboratory - National Institute of Biologicals, (NIB), Noida (U.P.)
3. The manufacturer’s facility should be approved for the manufacturing of products by the concerned regulatory / licensing authority.
4. The bidder shall have attained a turnover of not less than INR 5.00 Crore in any one of the past three years.
5. The sales performance of last three years shall be demonstrated by submission of copy of sales orders completed during last 03 years and customer performance certificates for product quality and services etc.

**6.Additional Requirements:** CE certification is desirable.

**Table: Format for submitting “Minimum Eligibility Criteria”**

<b>Sl. No.</b>	<b>Minimum Eligibility Criteria</b>	<b>Documents</b>
<b>1</b>	The manufacturer should have manufactured and sold the products specified in Annexure II and shall a	<b>Manufacturing:</b> - Product approval of the statutory authority - Compliance evidence with ISO 13485:2003 by way of accreditation by an independent

	turnover of Rs 5 crore in any one of the past 03 years	<p>recognized certification body</p> <ul style="list-style-type: none"> <li>- Protocol for testing Quality and shelf life of products</li> <li>- List of plant &amp; machineries</li> </ul> <p><b>Products Sales:</b></p> <ul style="list-style-type: none"> <li>- Audited annual report comprising balance sheet, Profit &amp; Loss A/c and complete schedules</li> </ul>
<b>2</b>	Details of Customers to whom the Products were supplied	<ul style="list-style-type: none"> <li>- Copy of Purchase Orders received from Customers and corresponding invoices issued by the bidder, duly certified by a Chartered Accountant</li> <li>- Customer performance certificates for product quality and services</li> </ul>
<b>3</b>	Product Quality Acceptance for critical diagnostics - HIV, HepB, HCV, Antisera	Certificate of Analysis of Govt approved lab - National Institute of Biologicals, Noida (UP) should be submitted
<b>4</b>	Execution of tenders	Proof of tender awarded and execution (Manufacture and sales)
<b>5</b>	Facility approval	Proof in the form of regulatory approvals, manufacturing licenses
<b>6</b>	Installed capacity	Self-certified copy of manufacturing license mentioning annual installed capacity.

**7. Documents / Product Samples to be submitted along with the “Minimum Eligibility Criteria”:**

- Profile of the Organization
- Organization Structure
- Authenticated copy of the certificates of incorporation / registration of the organization
- A copy of its manufacturing license
- Statement of installed manufacturing Capacity certified by Regulatory Authority
- Details of on-site quality control laboratory facilities and services and range of tests conducted
- Copy of documentation indicating that the goods to be manufactured are registered and licensed for use in India by the competent authority defined under the Drugs and Cosmetics Act 1940, after appropriate evaluation by centers approved by the DCG (I)
- Compliance evidence with ISO 13485:2003 (or FDA 21 CFR 820) by way of accreditation by an independent recognized certification body
- \* Declaration of spare capacity to execute the quantity offered against EOI
- Proof for product quality in the form of authenticated test reports of Govt approved lab - National Institute of Biologicals (NIB), Noida (U.P.)

- Proof for execution of orders in the form of notification of work award, execution reports
- List of major supply contracts conducted in last three years
- Copies of audited financial statements for the past three fiscal years.
- Any other approval(s)
- Product samples equivalent to 150 tests of each product with COA.

## **8. WORK DETAILS:**

A. Scope of Work: shall be part of non disclosure agreement to be signed with the empanelled bidders for contract manufacturing of Rapid / ELISA rapid test kits.

B. Product Specifications: As attached at Annexure A1

C. Quality Control Requirements: As attached at Annexure G and as of Minimum Eligibility Criteria

## **9. SELECTION PROCESS**

The bidders shall be selected through a competitive bidding process. The bidding process shall be carried out in two stages:

### **Stage 1: Technical Evaluation**

The Technical Evaluation Committee (TEC) appointed by HLL will screen the bids based on the Minimum Eligibility Criteria. The bidders may be called for technical presentation to the technical committee. In addition, the technical evaluation team may visit the facility of bidder before the opening of financial bid.

### **Stage 2: Financial Evaluation**

Only financial (price) bids of the bidders passing the technical evaluation shall be opened. The financial bids of technically disqualified bidders would be returned unopened.

## **10. Price Bid:**

The unit prices of products for contract manufacturing on loan license shall be quoted covering costs of materials, conversion costs with facility usages, applicable taxes and duties, testing charges, development of product packaging in HLL art work as per specifications offered by you. The prices shall be quoted in the given format in Annexure – H.

**Signature of the tenders**  
**Name in Block letters and the capacity**  
**In which the tender is signed**  
**Address in full:**

**HLL Lifecare Limited**  
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**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/02/13-14**

**SECTION III: SPECIAL CONDITIONS OF CONTRACT**

In addition to the general conditions of contract & instruction to tenderers quoting against tender enquiries issued, the following **special conditions of contract** shall be applicable, and would have an overriding effect over the general conditions, in case of any conflict between the two.

**1. LOAN LICENSE AGREEMENT**

After finalization of the rate contract, purchaser and supplier will sign loan license agreement on mutually decided terms and conditions in compliance of the requirements of local drug control office.

**2. PERFORMANCE STATEMENT**

Tenderers should furnish performance statement for last 03 years for major high value orders received as per **Annexure I** attached.

**3. INSPECTIONS AND TESTS**

The inspections and tests may be conducted on the premises of the manufacturer prior to finalization of the contract. Where tests are conducted on the premises of the manufacturer, all reasonable facilities and assistance, including access to testing laboratory, production data etc. shall be furnished to the inspectors at no cost to the purchaser.

The inspection & testing of the stores shall be done at the manufacturer's or consignee premises.

Should any inspected or tested goods fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specific requirements free of cost to the purchaser within a period of intimating such rejections. The supplier will be responsible to take back the rejected stores from the consignee and replace with fresh stock duly inspected. The rejected stocks will be handed over by the consignee upon replacement of lots of the rejected stocks.

The purchaser's right to inspect, test and where necessary, reject the goods after the good's delivery to the consignee shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment/dispatch of goods from the place of manufacture.

Nothing in clause 2 shall in anyway release the Supplier from any warranty or other obligations under this contract.

**3. LIFE AT THE TIME OF INSPECTION**

At the time of offering for inspection, the stocks offered for inspection, the product shelf life shall comply as per desired technical specifications.

**4. INSPECTION AUTHORITY**

The Unit Chief, HLL, Manesar Factory, or his authorized representative or as specified in the supply order.

## **5. PLACE OF INSPECTION**

At the Manufacturer's/Consignee premises. Clearly indicate the full address of manufacturer and the manufacturing premises in their tender

## **6 WARRANTY**

If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of the quantity in stock and the supplier shall replace or cause to replace within a period of 2 months the quantity remaining unused.

The above Warranty will also apply to replacement batches.

If the bidder fails to replace the quantity within two months on being called upon to do so, action in terms of Default Clause shall be taken against the supplier.

## **7. PACKING AND MARKING**

The stores should be securely packed to withstand all hazards of transport. The requirement of packing and marking should be strictly as specified in the specifications.

The packing will also be marked as under

- i) Nomenclature of the stores.
- ii) Manufacturers name and address and License No.
- iii) Date of manufacture, Expiry and Batch No.
- iv) Quantity contained therein
- v) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.

## **08. INSTRUCTIONS TO THE TENDERERS**

### **8.1 TENDER VALIDITY**

a. The offers should remain open 120 days for acceptance. The offers of those firms, who have not kept the validity open till the period stipulated in the tender enquiry, will be treated unresponsive and will be ignored without making any back reference. Discounts given by the firms for any shorter validity than required in the tender document will not be considered and the offers will be considered for rates for full validity only.

b. Tenderers may note that in the absence of mention of the date up to which the offer has been kept valid; it will be deemed to be valid for the period specified in the schedule to tender enquiry.

c. If the date up to which the offer is to remain valid for acceptance is or is declared a closed holiday in the purchaser's office, the offer shall remain open for acceptance till the next working day.

### **8.2 VAGUE OFFER**

Offers qualified by vague and indefinite expression such as subject to acceptance or subject to prior sale, will not be considered and will be summarily ignored.

### **8.3 TELEGRAPHIC/LETTER-HEAD OFFERS**

Telegraphic/Fax/e-mail or offers on letterhead shall be summarily rejected.

### **8.4 ADDITIONAL DOCUMENTS TO BE SUBMITTED ALONG WITH BID**

- a. PAN No. /Exemption certificate from income Tax Department.
- b. Last three years annual report/balance sheet and profit & loss account certified by

the CA.

- c. Bid fee receipt or demand draft of requisite amount in case the tender set is downloaded from website.
- d. Compliance statement to technical specification should be submitted in the following format:

Item	Specifications as per Tender Enquiry	Specifications offered	Compliance (Yes/No)	In case of non-compliance, Deviation From T.E. Specification in unambiguous terms

Note: Please note that non-submission of the above said documents may render your offer liable to be ignored.

- 8.5 Each page of this tender should be signed and returned in token of acceptance of the terms and conditions of the tender enquiry by the Authorized signatory of the company.
- 8.6 A checklist is enclosed as Annexure-J for easy reference which the tenderers are required to go through in their own interest and furnish all information. The checklist should be filled in and signed.
- 8.7 Authority for signing Bid Documents should be submitted along with certificate of incorporation, partnership deed etc. wherever applicable.

#### **09. PAYMENT TERMS**

100% payment will be made on proof of inspection, receipt and acceptance of stores in good condition at consignee's place free of cost by the consignee.

#### **10. PERIOD OF THE RATE CONTRACT**

Rate Contract shall be for a **period of one year** from date of conclusion of Rate Contract. The tenderers are bound to supply against the supply orders placed during the validity of the rate contract. Prices will remain firm and fixed for all supply orders placed during the first year of the Rate Contract. Prices for subsequent years will be decided mutually between HLL and supplier using pre decided benchmarks like dollar rupee exchange rate, yearly inflation and any change statutory duties etc.

#### **11. DELIVERY PERIOD**

After finalizing the rate contract, HLL and supplier will mutually decide the stipulated lead time for completion of orders which will be binding for the supplier to comply and failing which the tender will be treated as incomplete. The actual delivery date accordingly will be incorporated in the supply order.

#### **12. LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the bills of the supplier, liquidated damages, at the rate of a sum equivalent to 0.5% of the contract price of the delayed goods for each week of delay or part thereof until actual delivery up to a maximum of 7.5% of the contract price. The purchaser may consider termination of the contract without any further notice to the supplier if the liquidated damages have reached the maximum limit of 7.5% as above.

#### **13. ARBITRATION**

The Contract shall be governed by the Arbitration Act of 1996. The nominee of the C&MD/Unit Chief, HLL Lifecare Limited shall be the sole Arbitrator. The Jurisdiction of the rate contract will be only the court in Delhi.

#### **14. RECALLS**

If a product is recalled because of problems with quality or adverse reaction to the goods, the supplier will be obliged to notify the purchaser providing full details about the reason for recall and shall take steps to replace the product in question at supplier's own cost at the ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give full refund if the product has been taken off from the market.

#### **15. SALES TAX / VAT**

15.1 The price quoted should be exclusive of Sales tax / VAT. The element of CST/VAT or local taxes leviable extra should be clearly mentioned.

15.2 If it is desired by the tenderer to ask for sales tax / VAT to be paid as extra the same must be specifically stated and shown distinctively as a percentage along with the price-quoted, separately. Wherever this is not done, no claim for sales tax / VAT will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax / VAT in the tender, it will be presumed that the prices quoted by the tenderer are inclusive of sales tax / VAT and no liability for payment of sales tax / VAT will devolve on the purchaser.

15.3 On the tenderers quoting sales tax / VAT extra, Sales tax / VAT will be paid to the seller at the rate at which it is liable to be paid as per the prevailing Sales Tax/VAT Acts in the country.

15.4 The purchaser shall not be liable for any claim on account of fresh imposition and / or increase of sales tax / VAT on raw materials and or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

#### **16. GUARANTEE**

16.1 The Supplier shall certify that the stores manufactured under any Supply Order placed against this contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned in **Annexure A1** to the Rate Contract.

16.2 The Supplier shall guarantee that the stores supplied would continue to be of the same quality and particulars for a period from the date of receipt of stores by the consignee till the expiry of shelf-life as specified in the specification.

The Supplier further guarantees that, notwithstanding the fact that the Quality Assurance Officer may have inspected and/or approved the said Stores, if during the aforesaid period till expiry of shelf life, the said Stores are found not to conform with the description and quality aforesaid by not giving satisfactory performance or have deteriorated, the Purchaser shall be entitled to call upon the Supplier to replace the stores or such portion thereof as is found to be defective by the Purchaser within a reasonable period or such specified period as may be allowed by the Purchaser in his discretion on application made thereof by the Supplier, and in such an event, the above period shall apply to the stores replaced from the date of replacement mentioned in warranty thereof. Otherwise the Supplier shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained. The decision of the Purchaser in this behalf shall be final and binding on the Supplier.

#### **17. TRANSIT INSURANCE**

The purchaser will not pay separately for any transit insurance and supplier will be responsible till the entire stores contracted arrive in good condition at destination. The transit risk in this respect may be covered by the supplier by getting the Stores duly insured if he so desires. The insurance cover shall be obtained by the supplier in his own name and not in the



name of the consignee. The consignee will as soon as possible but not later than 45 days from the date of arrival of stores at destination, notify the supplier of any loss or damage to the stores that may have occurred during the transit.

**18. EXCISE DUTY**

The price quoted should be inclusive of Excise Duty.

**19. OCTROI DUTY AND LOCAL TAXES**

The quoted prices shall be inclusive of octroi duty and local taxes.

**20. TERMINATION FOR DEFAULT**

20.1 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 in part.

a. If the supplier fails to deliver any or all of the goods within the time periods mutually agreed /specified in the contract or any extension thereof granted by the purchaser.

Or

b. If the supplier fails to promptly replace any goods rejected or subject to recall ordered by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality after giving prompt notice of the recall.

Or

c. If the supplier fails to perform any other obligation(s) under the contract.

20.2 In addition to actions as above, the purchaser may debar the defaulting supplier from future orders for a maximum period of three years. In any case, the supplier will stand debarred for future contracts for the period till the extra expenditure on account of cancellation and repurchase in terms of actions as above is paid by the supplier or recovered from their bills for supply against any of the orders with the purchaser.

**21. FORCE MAJEURE**

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or the delay in performance, and deliveries under the contact shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of supplier at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

**22. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to supplier if the supplier becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**23. SHORT CLOSURE OF RATE CONTRACT**

The Rate Contract being a standing offer can be revoked by the supplier as well as short-closed by the purchaser at any time during the currency of the Rate Contract through prescribed notice. Since, the Rate Contract is a standing offer and is merely a document embodying various terms or the standing offer made by the supplier for acceptance by the purchaser, either party namely, Rate Contract holder/purchaser can legally revoke/cancel the rate contract at any time during the currency of the rate contract by giving a notice of 45 days. The revocation of the Rate Contract on the part of the rate contract holder shall take effect 45 days from the date of issue of letter notifying short -closure. The Purchaser has also an option to re-negotiate with the Rate Contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally. The rate contract holders shall not accept any supply orders placed by the Purchaser after cancellation of the Rate Contract.

**24. RIGHTS OF PURCHASER**

HLL reserves the right to accept / reject the bids without assigning any reason, whatsoever, or may call for any additional information / clarification if so required.

HLL reserves the right to un bundle the project into more than one bidder and award the work in to more than a single party.

HLL reserves the right to limit or delete any part of the document, scope of work and extend the last date of submission of Expression of Interest.

27. I/We conveys unconditional acceptance to all the terms and conditions specified herein.

**Signature of the Tenderer:** \_\_\_\_\_  
**Name in Block Letters:** \_\_\_\_\_  
**Capacity in which tender is signed:** \_\_\_\_\_  
**Address in full:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure - A**

**SCHEDULE OF REQUIREMENTS**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Annual Estimated Requirement (in Nos.)</b>	<b>Bid Security (in Rs.)</b>
1.	Rapid tests of HIV1/2, HbsAg, HCV	75,000 tests each	Rs 10,000/-
2	ELISA tests of HIV1/2, HbsAg, HCV	1,00,000 tests each	Rs 10,000/-

**Requirements of Contract Manufacturing on Loan License**

The scope of the work shall be part of non disclosure agreement to be signed with the empanelled bidders for contract manufacturing of Rapid / ELISA rapid test kits. However, in co ordination with the purchaser, the loan license provider shall be responsible for the followings for contract manufacturing of the products under loan license.

1. Procurement , testing and release of raw materials as per agreed specifications
2. Development and procurement of all Packing Materials as per agreed specifications
3. Storage of raw materials and packing materials under recommended storage conditions complying Good Manufacturing practices.
4. Assigning approved technical staff for Quality control and Manufacturing activity during product manufacturing
5. Sparing manufacturing facility as per mutually agreed manufacturing schedules
6. Undertake product manufacturing complying Good Manufacturing Practices.
7. Testing and release of Finished goods in concurrence of HLL technical staff
8. Storage of finished goods as per recommended storage conditions.
9. Maintain records like MFR, BPR, Invoices etc. complying GMP norms
10. Delivery of goods to the purchaser site.

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**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**ANNEXURE – A1**

<b>PRODUCT TECHNICAL SPECIFICATIONS</b>
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**A. RAPID IN VITRO DIAGNOSTICS**

**1. HIV (RAPID) Test Kits**

1. The indigenous HIV antibody rapid test kits should have a valid license issued by the competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG (I).
2. The assay should be able to detect antibodies of HIV1, HIV2 and all the subtypes by detection of antibodies by colloidal gold based sol particle immunoassay.
3. The assay should have sensitivity of 99.5% or more and specificity of 98% or more as per data from an identified national reference laboratory.
4. The assay should have solid phase/ particles coated with synthetic and/ or recombination or both types of antigens of HIV1 & HIV2.
5. Total procedure time should not be more than 30 minutes.
6. The control band should be able to detect the presence of human immunoglobulins and should not be just a ‘procedural control’ or meant for merely checking the flow of reagents or integrity of the antigen.
7. The manufacturers should ensure that:
  - a) The test kit should be packed such that there is a provision to conduct single test at a time;
  - b) The assay components should include HIV positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls); and
  - c) The pack size of HIV rapid test kits should not be more than 50 tests per Kit.
  - d) Each strip should be assembled in plastic cassette having reading window width not less than 3.5 mm & the assembled cassette should be packed in three layer aluminium pouch.
8. The HIV rapid test kit should have a shelf life of 18 -24 months at the time of dispatch to the consignee. The kits should be sent in cold chain.
9. The manufacturers should have the facility to store kits at 2<sup>o</sup>C to 8<sup>o</sup>C.

10. Literature, detailing the components, methodologies, validity criteria, performance characteristics, storage conditions, manufacturing and expiry dates should be provided with each kit

## **2. HBV (RAPID) Test Kits**

1. A rapid qualitative test for detection of Hepatitis B Surface Antigen (HBsAg) in human serum, whole blood or plasma
2. The test kit should detect all known sub-types
3. The total procedure time should not be more than 30 minutes
4. The kit should have sensitivity of equal to or more than 99% or 0.5 ng/ml of serum
5. The kit should have specificity of equal to or more than 98%
6. The assay components should include positive and negative serum control sufficient for conducting 20% of the tests (10% negative) and 10% (positive) control
7. Each strip should be assembled in plastic cassette having reading window width not less than 3.5 mm & the assembled cassette should be packed in three layer aluminium pouch.
8. Adequate literature detailing the component, methodology, validity criteria, performance characteristics, storage conditions and expiry date should be provided with each kit
9. The manufacturer should ensure maintenance of cold chain during storage and transport at +2°C to +8°C.
10. The Shelf-life of the kit should have minimum of 18-24 months
11. The pack size of the kit shall not be more than 50 tests, wherein each device should be individually packed.

## **3. HCV (RAPID) TEST KITS**

1. Should be solid phase/particle coated recombinant/synthetic peptide antigens for core NS3, NS4 and NS5.
2. Adequate literature detailing the components, methodologies, validity criteria and performance characteristics of the product should be provided with each kit.
3. The product should have positive and negative controls.
4. The kit should have a shelf life of minimum 18-24 months
5. The kits to be procured should have approval of the statutory authority in its country of

origin to satisfy the requirements of Drugs & Cosmetics Act of India.

6. Should have sensitivity of 99.0% and above and specificity of 98.0% and above
7. In case of indigenous manufacturers they shall have license issued by the, competent authority defined under Drugs & Cosmetics Act, 1940, after appropriate evaluation by the centers approved by DCG (I)
8. The manufacturers should have facility for storage of kits at +2°C to +8°C
9. The total procedure time shall not be more than 30 minutes
10. Each strip should be assembled in plastic cassette having reading window width not less than 3.5 mm & the assembled cassette should be packed in three layer aluminium pouch.
11. Provision shall be made for conducting single test at a time
12. The packing size shall be not more than 50 tests per kit

#### **4. RPR test kits for Syphilis detection**

1. Should be based on flocculation principle using non Treponemal antigens.
2. Qualitative determination of reagin antibodies in serum or plasma for sero-diagnosis of syphilis.
3. Should be calibrated to WHO reference serum.
4. Should be suitable to use with either serum or plasma.
5. Sensitivity should be > 70%
6. Should be rapid preferably < 15 min
7. Should have positive and negative controls.
8. The kit should have all accessories required for the test such as Cards, Dropper, Applicator.
9. The kit should have a shelf-life of minimal 18-24 months at the time of delivery.
10. Preferable pack size of > 100 tests.
11. Storage temperature for the kit should be +2°C to +8°C

#### **5. Antisera - Anti-A, Anti-B, Anti-AB, Anti-D(IgM, IgG and IgG+IgM)**

1. Should be based on the principle of agglutination.
2. Qualitative determination of Antigen A, B, A and B and O in Human red blood cells.
3. Avidity should be less than 5 -10 Sec., Titre should not be less than 1:256 for Anti-A and Anti-B, Anti-AB and 1:128 in case of Anti-D.
4. Specificity -100%, with no cross reactivity.

5. Should be free from AIDS & Hepatitis.
6. Slide and tube test should be similar.
9. The kit should have a shelf-life of minimal 18-24 months at the time of delivery.
10. Preferable pack size of 5 and 10ml, 1 drop should be 50 µl
11. Each vial should have colour coded caps and teats with dropper.
12. Storage temperature for the kit should be +2°C to +8°C

## **6. Typhoid (WIDAL) Test**

1. Slide test for qualitative and quantitative determination of specific antibodies present in serum against *Salmonella typhi* 'O' and 'H' and *Salmonella paratyphi* A(H) & B(H)
2. Sensitivity : 100%
3. Specificity : 100%
4. The kit should have a shelf-life of minimal 18-24 months at the time of delivery.
5. Preferable pack size of kit 4X5ml, along with positive control NLT 0.5ml
6. Each vial should have colour coded reagents, caps and teats with dropper, slide and plastic stick
7. Storage temperature for the kit should be +2°C to +8°C

### **Packaging Materials specifications for Rapid tests**

- a) Aluminium pouch : Three layer pouch (polyester : 12 µ, aluminium : 9 µ & LDPE : 70 µ)
- b) Inner carton : 50 test pack ,should be duplex board having GSM NLT 350 , top layer should be laminated & should not react with Ethyl Methyl Ketone.
- c) Product insert : Should be printed on maplitho paper & GSM- NLT 70.
- d) Corrugated box : Should be five ply board (virgin Kraft ) & BST-NLT 10 Kg/sq cms.

NOTE: All artwork to be provided by HLL having maximum 5 colour job.

## **B. ELISA IN VITRO DIAGNOSTICS**

### **1. HIV (ELISA) Test Kits**

1. The manufacturers should have a valid license issued by the, competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG (I).
2. Should be solid phase micro plate coated HIV 1 & 2 recombinant and / or synthetic peptide antigens. The well should be able to hold the volume up to 400 $\mu$ L. Each plate should have 96 wells in 8X12 format. Each well should be breakable.
3. The assay should detect HIV 1 & 2 antibodies.
4. The assay component should include reactive and non-reactive controls with each kit .
5. The assay should have sensitivity of > 99.8% and specificity of > 98%.
6. The pack size should be 96 tests/kit.
7. Storage temperature for the kit should be +2°C to +8°C
8. The Shelf Life of the kit should be 12 months or more.

### **2. HBsAg (ELISA) Test Kits**

1. The manufacturers should have a valid license issued by the, competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG (I).
2. Should be solid phase micro plate coated monoclonal antibodies to HBsAg. The well should be able to hold the volume upto 400 $\mu$ L. Each plate should have 96 wells in 8X12 format. Each well should be breakable.
3. The assay should detect surface antigen to Hepatitis B virus.
4. The assay component should include reactive and non-reactive controls with each kit .
5. The assay should have sensitivity of > 99.8% and specificity of > 98%.
6. The assay should have analytical sensitivity of detecting < 0.2 ng/ml.
7. The pack size should be 96 tests/kit.
8. Storage temperature for the kit should be +2°C to +8°C
9. The Shelf Life of the kit should be 12 months or more.

### **3. HCV (ELISA) Test Kits**

1. The manufacturers should have a valid license issued by the, competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG (I).



2. Should be solid phase micro plate coated with recombinant and / or synthetic peptide antigens for Core. NS3, NS4 and NS5. The well should be able to hold the volume upto 400µL. Each plate should have 96 wells in 8X12 format. Each well should be breakable.

3. The assay should detect HCV antibodies.

4. The assay component should include reactive and non-reactive controls with each kit .

5. The assay should have sensitivity of > 99.8% and specificity of > 98%.

6. The pack size should be 96 tests/kit.

7. Storage temperature for the kit should be +2°C to +8°C

8. The Shelf Life of the kit should be 12 months or more.

Supplier shall submit minimum 100 tests (Rapids ) and Two Plates of 96 tests of ELISA kits as samples **of quoted products along with the tender failing which such tenders will be summarily rejected and ignored.**

### **Packaging Materials specifications**

Specifications for HIV, HCV& HBV ELISA test

e) Aluminium pouch : Three layer pouch (polyester : 12 µ, aluminium : 9 µ & LDPE : 70 µ)

f) Inner carton : 96 test pack ,should be duplex board having GSM NLT 350 , top layer should be laminated & should not react with Ethyl Methyl Ketone.

g) Product insert : Should be printed on maplitho paper & GSM- NLT 70.

h) Corrugated box : Should be five ply board (virgin Kraft ) & BST-NLT 10 Kg/sq cms.

NOTE: All artwork to be provided by HLL having maximum 5 colour job.

**HLL Lifecare Limited**  
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**HARYANA -122051**

**Annexure-B**

RATE CONTRACT FORM-A

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

Full name and address of the Tenderer, in addition to Post Box No., if any, should be quoted in all communications to this office
---

Contractor's Telegraphic  
Address.....  
Telephone No.....  
Code used.....

From:-

.....  
.....  
.....  
.....

To

Unit Chief,  
HLL Lifecare Limited  
Plot.No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA -122051

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till,..... I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions to Tenderers, Conditions of Contract and have thoroughly examined the specifications quoted in the schedule hereto and am / are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

**Yours faithfully (\*Signature of Tenderer)**  
**Name and Address.....**  
**Dated.....**  
**Signature of Witness.....**  
**Name and Address.....**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure-C**

**RATE CONTRACT FORM-B**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

From:-

.....  
.....  
.....  
.....

To

Unit Chief,  
HLL Lifecare Limited  
Plot.No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA -122051

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule(s) annexed or such portion thereof as you may determine in strict accordance with the General and Special Conditions of Contract referred to and specification(s) and details mentioned at the price(s) quoted in the said Schedule(s) the delivery terms during the period being as stated therein.

2. I/We undertake that this offer shall not be retracted or withdrawn for and during..... Days from the date on which the tender is to be opened but may be bound by a communication of acceptance dispatched within the prescribed time.

3. \*In the event of our tender being accepted, I/we hereby authorize Shri..... as my/our bankers/agents in India to receive payment and declare that payment to them will be completed and final acquittance.

Yours faithfully

(#Signature of Tenderer)

Address.....

Dated.....

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure – D**

**QUESTIONS TO TENDERERS**

Tenderers should furnish specific answers to all the questions given below. Tenderers may please note that if the answer so furnished are not clear and/or are evasive, the tender will be liable to be ignored

1. Tender No. Due HLL/MFG/PUR/OT/LL/01/13-14 for opening on.....
2. Offer is open for acceptance till.....
- 3 (a) whether the stores offered fully conform to the technical particulars and Specification, specified by the Purchaser in the schedule to Tender.  
If not, mention the details of deviations.  
  
(b) Brand (if any) of stores offered.
4. Name & Address of the manufacturer/  
Supplier with  
  
(a) Telephone No./Mob.No.  
(b) Fax No.  
(c) E-mail Address  
(d) Name of contact person  
(e) Whether proprietary/partnership/  
Limited company.
5. Location/Station of manufacture.
6. What is your Annual Turn Over during the :  
last 3 years?
7. How many years have you been in the :  
business of manufacturing/selling?
8. What would be the minimum period :  
Required to deliver the ordered quantity  
from the date of confirmed purchase  
order?
9. Have you been a supplier to any :

Diagnostic Test Kit Manufacturer, if so  
give details of the name, address,  
quantity and values of orders received  
and executed during the last three year?  
(Attach separate sheet)

10. Please confirm that you have offered packing as per tender enquiry requirements. :  
If not indicate deviations.
11. What is your :- :
  - a) CST No.
  - b) VAT No.
  - c) TIN No.
12. What is your permanent Income Tax (PAN) A/C No.?
13. Status
  - (a) Indicate whether you are Large Scale Unit or Small Scale Industrial Unit.
  - (b) If you are a small scale unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.
  - (d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photo copy of the registration certificate indicating the items for which you are registered.
14. (a) If you are not registered either with NSIC please state whether you are registered with Directorate of Industries of State Government concerned.
  - (b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
15. Please indicate:-  
Name & Full address of your Banker
16. Please furnish details of Equipment of production & Quality Control.
17. Please furnish your performance statement in the prescribed form (**Annexure I**)
18. Please state whether you have submitted the Tender Sample (if called for in the Tender Enquiry). .
19. Please state whether you agree to submit advance sample, if called upon to do so within the specified period of 21 days.
20. Please indicate guaranteed date by which date delivery can be completed. Also indicate monthly rate of Supplies and also time required for commencement of Supplies from the

date of receipt of formal order or approval of advance sample.

21. Business name and Constitution of the firm is the firm registered under:-

- (i) The Indian Companies Act, 1956
- (ii) The Indian Partnership Act, 1932  
(Please also give names of Partners)
- (iii) Any Act, if not, who are the owners?  
(Please give full names and address)

22. Whether the tendering firm is/are Primary Manufacturer

23. Please state whether all the raw materials, components etc. used in manufacture are also produced in India. If not give details of materials, Components etc. that are imported and their break up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.

(i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof, if any, also indicate the margin of difference.

(ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the Controlled price the reasons thereof should be stated.

24. Are you:-

(i) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.

(ii) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.

(iii) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.

25. State whether business dealings with you have been banned by Min. /Dept. of Supply/ any other Central / State Government.
26. Please confirm that you have read all the instructions carefully and have complied with accordingly.

*Signature of Witness*

*Signature of Tenderer*

**Full name & address of witness  
( in Block letters)**

**1. Full name and address of the  
person signing (in Block Letters)**

**2. Whether signing as Proprietor/  
Partner /Constituted Attorney/  
duly authorized by the Company.**

**HLL Lifecare Limited**  
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**Plot.No. 71, Sector – 7, IMT,**  
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**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure- E**

**ADDL. QUESTIONS FOR R/C TENDER ENQUIRIES**

- (i) What is your installed capacity?
- (ii) What is your working capacity?
- (iii) What is the existing load?
- (iv) What portion of your capacity are you prepared to reserve and allocate to this Rate Contract?
- (v) Are you
  - (i) Holding valid industrial licenses Registration license /registration certificates under the Industries (Development and Regulation) Act, 1951. If so please give particulars of Industrial Licenses/Registration Certificates.
  - (ii) Exempted from the licensing provisions of the act for the manufacture of items) quoted against the tender. If so, please quote relevant orders and explain your position.

**Signature of Tenderers**

**Date \_\_\_\_\_**



**HLL Lifecare Limited**  
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**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure- F**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**TERMS & CONDITIONS**

- 1) The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
- 2) Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
- 3) The quantity mentioned herein is approximate annual requirement and in case the company requires more/less quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
- 4) There would generally be no negotiations hence please submit your most competitive price while submitting the price bid.
- 5) The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.
6. In the event of placing orders:
  - a) In case of rejection, the goods should be taken back and replaced at your's risk and cost within 7 days of intimation from HLL.
    - i. Alternatively, the rejected goods shall be destroyed at our end after damaging/ defacing the same.
    - ii. The cost of damaging/defacing/destroyal shall be recovered from your pending bills in the event of no pending bills with HLL, you shall make payment directly to us.
  - b) The supplier agrees to manufacture and supply strictly as per the order terms in respect of quantity and quality. HLL reserves the right not to receive material beyond the delivery date given in the order.
  - c) The supplier has to supply as per the rate quoted and other terms and conditions for a period of one year during which period no price escalation and no change in terms and conditions will be allowed on any ground.
  - d) Acceptance of the delayed supplies and excess quantity is solely at the discretion of the purchaser. In the case of excess supply the excess quantity shall be returned back through the Transporter proposed by you .or our authorized transporter on freight to pay basis.
  - e) HLL reserves the right to have your facilities and GMP inspected by self or by an independent third party agency authorized by HLL for compliance.

f) All dispatch documents like delivery note/challan, packing list and invoice should contain the following details, and the same to be intimated immediately with the LR No.

- i. Supply Order No & date
- ii. Description of items as contained in the supply Order.
- iii. Quantity dispatched
- iv. Manufacturing date
- v. Expiry date.
- vi. Total Number of packages/ serially number
- vii. Test certificate / certificate of analysis

g). The following information shall be stenciled or labelled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.

- a. Name of the Product (as given in supply Order)
- b. Date of Manufacture (Monthly/Yearly)
- c. Date of expiry.
- d. Quantity
- e. Instruction of storage and handling
- f. Name & Address of Manufacturer
- g. Company's address in full
- h. All packages should be separately numbered and it should appear on top of the packages with proper labeling.

h). The following documents should accompany the consignment

Invoice in triplicate  
Delivery Note/Challan  
Packing List  
LR/AWB/----

n). Mode of Transport shall be by road, unless otherwise specified.

**o). Payment shall be made by cheque within 30 days of receipt, inspection and acceptance of the goods.**

7. INDEMINITY CLAUSE: If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise the company takes prior approval before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier.

8. The supplier shall have no right to change the quantity stipulated in the supply order.

9. The decision of HLL will be final and no correspondence of this shall be entertained.

**PLACE:  
DATE:**

**NAME AND SIGNATURE OF THE APPLICANT  
(WITH OFFICE SEAL)**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure – G**  
**Page 1 of 2**

**HLL Lifecare Limited, Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Quality Control Requirements**

- 1) Furnish briefly the particulars & name of your Organizational status:
  - a) No. of employees
  - b) Annual turnover
- 2) Do you have a Quality Control set up.? If yes, give the details of the facilities. : Yes/No
- 3) a) Do you have inspection for incoming materials : Yes/No  
b) Do you have in process inspection during manufacturing. : Yes/No  
c) Do you have final inspection of the product : Yes/No
- 4) (a) Do you maintain Conformance Certificate, if yes please furnish a copy of the same : Yes/No  
(b) If yes, please specify (ISI/ISO/Any Other)
- 5) Do you have any accreditation : Yes/No
  - (a) ISO 9000 and ISO 13485
  - (b) Any other National/International Laboratory/Authority Certification  
If 'Yes', give details along with a copy of certificate issued by them.

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure – G**  
**Page 2 of 2**

- 6) Furnish the details of testing facility with details of testing equipments.
- 7) Have you been assessed previously by drug control deptt.  
If yes, pl furnish details. : Yes/No
- 8) List of customers
- a) Governmental
- b) Non Governmental
- 9) Sample furnished along with the bid. (in the case of new vendor) : Yes/No

**Date :**

**Place :**

**NAME & SIGNATURE OF THE SUPPLIER**  
**(Office Seal)**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure-H**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**PRICE SCHEDULE**

1	2	3	4	5	6	7	8	9	
Product	Accounting unit (per test)	Costs of Raw materials (in Rs)	Costs of Packing materials (in Rs)	Conversion charges incl. facility usage charges, taxes, duties and testing charges (RM/PM/FG) (In Rs)	Total cost (In Rs) 1+2+3+4	Sales Taxes (In Rs)	Freight charges (In Rs)	Total Landing Cost per test (In Rs)	Remarks

**Note:**

- a. In case of discrepancy between the amount in words and figures the amount in words will prevail.
- b. Purchaser shall issue form C for concessional rate of central sales tax wherever applicable.

**Signature of Bidder**

**Name of Bidder**  
**Business Address**

**Place :**

**Date :**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Annexure - I**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Performance Statement**

**(Proforma for Performance Statement (for a period of last three years))**

Date of tender opening: \_\_\_\_\_ Time: \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Name of the product offered for contract manufacturing: \_\_\_\_\_

Order placed by (full name and address of purchaser)	Order No and date	Description and quantity of ordered stores	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the stores been satisfactorily Supplied?	Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual			
1	2	3	4	5		6	7	8

**Signature and seal of the bidder**

**Note:** The certificate must incorporate a cross reference of order No: date and value of the total order confirming supply and acceptance of stores by the purchaser/consignee to their entire satisfaction.

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure-J**

**CHECK LIST FOR TENDERERS**

Tenderers are requested in their own interest to check the following before they submit their bids with page reference indicated under:-

Name of Tenderer / Bidder:

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2(a).	Have you enclosed clause-by-clause Minimum Eligibility Criteria for technical compliance for the quoted goods vis-à-vis the Technical specifications?			
2(b).	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
3.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
4.	Have you enclosed Power of Attorney/ Authorisation in favour of the signatory?			
5.	Have you submitted the certificate of incorporation?			

<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the Tender document</b>	<b>Remarks</b>
6.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7.	Have you intimated the name and full address of your Banker (s) along with your Account Number.?			
8.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
9.	Have you submitted the Quality Control Requirements as per Technical enquiry (TE) document?			
10.	Have you accepted delivery period as per TE document?			
11.	Have you accepted the terms of delivery as landed cost at purchaser site basis.?			
12.	Have you accepted the warranty as per TE document?			
13.	Have you accepted all terms and conditions of TE document?			
14.	Have you fully accepted payment terms as per TE document?			
15	Have you submitted prices of goods in the Price Schedule as per <b>Annexure-H</b> ?			



<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the Tender document</b>	<b>Remarks</b>
16	Have you submitted satisfactory end user performance certificate as per the Proforma for performance statement of TE document in respect of all orders?			
17.	Have you submitted copy of the order(s) against the above end user certificate (s)?			
18.	Have you furnished documents establishing minimum eligibility & qualification criteria as per TE documents?			

**N.B.**

1. All pages of the Tender should be page numbered, indexed and signed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as not applicable (N.A.).
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.
4. Non-submission of the above information/documents makes the offer liable to be ignored without any further reference to the bidder.

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(Signature with date)

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(Full name, designation & address of the person duly authorised sign on behalf of the  
Tenderer)  
For and on behalf of

---



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(Name, address and stamp of the tendering firm)

**HLL Lifecare Limited**  
(A Government of India Enterprise)  
Plot.No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA -122051

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure-K**

PROFORMA 'B'

**(Proforma for equipment and quality control employed by the manufacturer(s))**

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

Date and time of bid opening:

Name of the bidder:

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
- 02 Plant and machinery details:
- 03 Manufacturing process details:
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. Normal
  - b. Maximum
- 05 Total annual turn-over(value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. . type test
  - b. . BIS/ISO certification
  - c. . any other
- 08 **Details of staff**
  - a. Technical
  - b. Skilled
  - c. Unskilled

**Signature and seal of the bidder**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA -122051**

**Tender Enquiry No.: HLL/MFG/PUR/OT/LL/01/13-14**

**Annexure - L**

**BID SECURITY FORM (BANK GUARANTEE)**

Whereas .....(Name of bidder) (Hereinafter called "the bidder") has submitted his bid dated (date) for the supply of .....(Hereinafter called "the bid")

KNOW ALL MEN by these presents that we .....of..... having registered office at ..... (hereinafter called "the bank") are bound unto the HLL Lifecare Limited (Hereinafter called "the purchaser") in the sum of .....for which payment will 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 ..... 2013.

THE CONDITIONS of these obligations are the following:

If, after the bid submission deadline, the bidder

a. withdraws its bid during the period of bid validity specified by the bidder in the bid form, or  
b. does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders, or 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 sign the contract agreement when required; or  
b. fails or refuses to furnish the performance security, in accordance with the Instructions to bidders;

We undertake to pay to 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 anyone of the two above named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty five) days after the period of bid validity or as it may be extended by the purchaser, notice of which [extension(s)] to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

for and on behalf of the Bank

Signed : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

In the capacity of insert: title or other appropriate designation]

Common Seal of the Bank