

HLL LIFECARE LIMITED
(A Government of India Enterprise)
P.B.NO. 2, PEROORKADA.P.O.,
THIRUVANANTHAPURAM - 695 005
KERALA, INDIA



INVITATION FOR BIDS
(TECHNICAL BID)

FOR

Supply, Installation and Commissioning of various Equipments
Quantity: Mentioned along with equipments

AT

CORPORATE R & D CENTRE,
AKKULAM, SREEKARIYAM P.O.
THIRUVANANTHAPURAM – 695 017
Email: crdc@lifecarehll.com
Website: www.lifecarehll.com
PH: +91 471 277 4700, FAX: +91 471 277 4707

HLL LIFECARE LIMITED
(A Government of India Enterprise)
P.B.NO. 2, PEROORKADA.P.O.,
THIRUVANANTHAPURAM - 695 005
KERALA, INDIA

Tender No. : HLL/CRD/PUR/TENDER/2014-15/01

18.10.2014

INVITATION FOR BIDS (IFB)

Sub:- Supply, Installation and Commissioning of various Equipments

HLL Lifecare Limited (HLL) invites sealed and super scribed bids under two bid system (Technical & Price bid) are invited from manufacture(s)/Authorized Agent(s) for the supply of Equipments at HLL Lifecare Ltd, Corporate R&D Centre, Akkulam, Sreekariyam P.O., Thiruvananthapuram – 695 017.

| Name of the Item | Quatity | Tender No: | Date & Time of Opening of Technical bids |
|---|----------------------------------|---|---|
| Supply of Equipments (Details of equipments mentioned below) | Mentioned along with equipments. | HLL/CRD/PUR/TENDER/2014-15/01 dated 18 th Oct 2014 | 06.11.2014,10.30 a.m |

The detailed Tender Notice and tender documents can be downloaded from our website www.lifecarehll.com & CPP portal (www.eprocure.gov.in). The tenderers can download the documents from our website & CPP portal and in such case the tender fee of Rs.300/- should be paid by way of DD along with technical bid. The Bidder is expected to examine the specifications and terms and conditions in the Bid Documents. Any subsequent changes / amendments will be published only in our website & CPP portal.

At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) to it.

Completed tenders in sealed cover superscribed with Tender No. should reach latest by 05.11.2014 ,04.30 p.m at the following address;

Joint General Manager (Purchase)
HLL LIFECARE LIMITED
P.B.NO. 2, PEROORKADA.P.O.
THIRUVANANTHAPURAM - 695 005
KERALA, INDIA

The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 18.10.2014 onwards.
- b) Last date and time for receipt of bids – 05.11.2014 04.30 p.m
- c) Date and time of opening of Technical bids – 06.11.2014, 10.30 a.m

Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given above. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by email will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the tender without assigning any reason thereof.

Joint General Manager(Purchase)

HLL LIFECARE LIMITED
(A Government of India Enterprise)
THIRUVANANTHAPURAM – 695005, KERALA, INDIA

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HLL LIFECARE LIMITED
(A Government of India Enterprise)
THIRUVANANTHAPURAM-695 005, KERALA, INDIA

HLL/CRD/PUR/TENDER/2014-15/01

I - INSTRUCTIONS TO BIDDERS

1. The Bid is intended to procure material as per specification in Schedule-A. The scope of vendor would be to comply with the enclosed URS Plan, supply, execute commission & validate the system as per URS.

2. The Bid comprises of two parts:

- A. Technical Bid
- B. Price Bid

3. The Technical Bid must be accompanied by EMD (amount mentioned against each equipment) by way of Demand Draft drawn in favour of M/s. HLL LIFECARE LIMITED (HLL) and payable at Thiruvananthapuram, India

4. Both the Bids shall be submitted in sealed covers separately. Tender No. of the Technical and Price Bids shall be superscribed on the respective covers in order to clearly identify between the two Bids. The two separately marked Bids enclosed in a single sealed cover with the respective Tender No. and equipment name mentioned thereon, complete in all respect, to be addressed to the Joint General Manager (Purchase) HLL LIFECARE LIMITED, Peroorkada P.O., Thiruvananthapuram – 695005, Kerala, India should reach us on or before the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay, if any, in the delivery of the bidding document or non-receipt of the same.

5. A complete set of bid documents can be down loaded from our Website www.lifecarehll.com and cost of the Tender Documents of Rs.300.00 (DD Only – in favour of ‘HLL LIFECARE LIMITED’ payable at ‘THIRUVANANTHAPURAM’) should be furnished along with Technical Bid.

6. Quote for the unit against the URS, along with all options. The price to include all spare parts; documentation; packing; freight charges; start-up & commissioning; complete qualification package (DQ, IQ, OQ and PQ (Wherever applicable) and training and charges whatsoever required completing the task in all respects to ensure the equipment operation is in accordance with the requirements of design documents.

7. a. The last date of receipt of Techno-Commercial Bid: 05.11.2014,04.30 p.m

b. Date of Opening of Technical Bid: 06.11.2014,10.30 a.m

8. In the event of the date mentioned above being declared subsequently as holiday for the purchaser’s office, the due date for submission and opening of bids will be the next working day at the same venue and time.

9. Bids received after the deadline for submission shall not be considered.

11. The Purchaser may, at its discretion, extend the date & time for the submission of bids by amending the bid documents in which case, all rights & obligations of the Purchaser & bidders shall be subject to the extended date & time. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) to it will be notified in the website of www.lifecarehll.com / The interested parties are advised to regularly visit the website for further updates.

12. The purchaser has right to waive the tender clauses at any time.

13. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with **National Small Industries Corporation, New Delhi** for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with NSIC). The EMD should be furnished in the name of "**HLL Lifecare Limited, payable at Thiruvananthapuram**" from any nationalised bank or scheduled bank, but not cooperative banks.

Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

Earnest money deposit (EMD) for disqualified and non L1 tenderers will be return after awarding purchase order. For the L1 tenderer the EMD will be converted to security deposit and returned after successful installation, satisfactory working and receipt of 10% performance bank guarantee confirmation from the respective bank.

14. The following are some of the important aspects, for which a tender shall be declared **non – responsive** and will be summarily ignored; ‘

- (a) Tender form as per Schedule B, C, D, E, F & G (signed and stamped) not enclosed
- (b) Tender is unsigned.
- (c) Tender validity is shorter than the required period.
- (d) Required EMD (Amount, validity etc.) / exemption documents have not been provided.

- (e) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Schedule B, 2:C.
- (f) Goods offered are not meeting the tender enquiry specification.
- (g) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (h) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (i) Poor/ unsatisfactory past performance.
- (j) Tenderer has not agreed to give the required performance security.

15. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

16. In case the Tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price bid' opening.

17. The tenderer has to supply and install the equipment within the stipulated time period as mentioned in tender document Schedule C Clause 4. If any delay in supply of equipment, the tenderer will impose a penalty @0.5% value of the material per week of delay subject to a maximum of 7.5% of the contract value (contract value inclusive of all taxes, duties, transportation, discounts etc.).

18. HLL Lifecare Limited, Corporate R & D centre has not registered with Sales Tax Authority, hence don't have Tax Payer's Identification Number (TIN) / CST No. So the sales taxes will be applicable as per the VAT rules / CST rules (without 'C form). No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc. For dispatching purpose, Form 16 (as per KVAT rules) will be issued upon request.

19. HLL Corporate R&D, Akkulam, Trivandrum has been registered with Department of Scientific and Industrial Research (DSIR) and is eligible for availing CUSTOMS DUTY EXCEPTION vide Government of India customs notification No. 24/2007 dated 01st March 2007 & EXCISE DUTY EXCEPTION vide Government of India customs notification No. 16/2007 dated 01st March 2007.

20. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid. Any clarification required will have to be obtained one week prior to the date of opening of the "Technical bid".

21. A Certificate/Declaration as given in Schedule G stating that **ALL TERMS AND CONDITIONS** of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.

22. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated separately. The Price Bids of Tenderers who do not qualify shall be returned unopened.

23. The EMD may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or

(b) In case of the successful Bidder, if the Bidder fails:

(i) to provide the confirmation of order within 10days from the date of Purchase order

(ii) to supply the material after the confirmation of order.

24. A complete set of bid document can be downloaded from the website www.lifecarehll.com
For any clarifications connected to the tender, please contact;

JGM(Purchase)
HLL LIFECARE LIMITED
P.B.NO. 2, PEROORKADA.P.O.,
THIRUVANANTHAPURAM - 695 005
KERALA, INDIA
Ph _ 0471-2435325
Email: materialspft@lifecarehll.com

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HLL/CRD/PUR/TENDER/2014-15/01

Details of Specification of Equipments

| Sl. No. | Name of the Equipment | URS (User Requirement Specifications) | Qty Required | EMD amount (Rs.) | EMD amount (USD) |
|---------|--|--|--------------|------------------|------------------|
| 1 | Microscope and IVF research work station | <p><u>ANDROLOGY Workstation – 01 no</u> Construction: Fully MS powder coated Table : S.S Size : 3'x2'</p> <p>Noise Level : <52dBA Filter : 0.3 micron with 99.97% efficiency Class 100 FEATURES:</p> <ol style="list-style-type: none"> 1. Test Tube heater Temp: Ambient +5°C to 50°C Size: 1.5'x1' Accuracy: ±0.1°C Control: Digital Controller 2. Trinocular Microscope with Camera Objective: 10x, 20x, 40x & 100x (Oil) Eyepieces: 10x 3. Centrifuge Speed: Max 5000rpm Control: Microprocess Base Programme: Save up to 20 programme Display: LCD Head: 15ml × 8nos Swing Out 4. IUI Patient Data Maintenance Software with Computer Systems (Optional) Patient record Semen analysis report with photo 5. Sperm counting chamber for Semen analysis 6. Digital timer for calculating procedure time <p><u>Suction Pump – 01no</u> Oocyte aspiration pump with wireless foot switch & traditional foot switch. Fully variable vacuum from 0-400mm Hg *Digital display of set & actual vacuum</p> | 1 | 1,20,000 | 1,967.00 |

Test Tube Warmer – 01no

- For maintaining constant temperature of samples in test tubes

CO2 Incubator – 01no

- Volume: 108 Ltr
- Certified Medical device
- Sterilization Temp: 160°C for 4 hrs
- IR CO2 Sensor
- No need to remove any sensors during sterilization
- 2 Pt100 sensors Class A in 4-wire-circuit, mutually monitoring and taking over the performance at the same temperature value
- Integrated humidity limit control (88-97%) with digital display of relative humidity – resolution of display: 0.5%, setting accuracy: 1%
- 4 Divided doors

CO2 Regulator – 01no

- Double stage regulator
- Body: S. S
- Diaphragm: S. S
- Safety valve set at 1.5 bar to avoid damage to CO2
- Incubator filters & Solenoid valve due to high pressure/Regulator failure

Laminar Air flow – 01no

Construction: Fully MS powder coated

Table : S.S

Size : 4'x2'

Noise level : <52 dBA

Filter : 0.3 micron with 99.97% efficiency

Class 100

With integrated Digital heating system and using PT100 sensor for maximum temperature accuracy

5 Megapixel Digital Colour camera

Inbuilt Monitor & Computer system

Software to take photo & video

Software will enable to measure Zona, periphery.

Zooming & other analysis tools

Stereozoom Microscope -01no

Trinocular Stereo Zoom Microscope

- Eyepiece PL 10x.23 Br. Foc.

- Mount with drive for column dia. 32mm

Adapter Video C ½ " 0.5x for attaching ½ " CCD camera

CCD Camera – 01no

CCD Camera

ICSI System – 01no

| | | | | | |
|--|--|--|--|------------------|--|
| | <p>HLL/CRD/PUR/TENDER/2014-15/01 Cryocans – 01no Capacity – 42 litres</p> | <p>Microscope Inverted Microscope with Micromanipulator capable of left and right Micromanipulator with the following features Microscope stand</p> <ul style="list-style-type: none"> - 5- position nosepiece, H DIC M27 man (2x H, 3x DIC) with 10×29mm slider mount - Carrier TL illumination for HAL or LED with 2-position filter slider, d=32mm - Manual coarse/find focus drive - 13mm focus lift with adjustable focus stop - Intermediate piece H=50mm - Integrated 12V DC 60W power unit, stabilized, 100..240V AC/50...60Hz/80VA - Country-specific power cable <p>Binocular phototube, 45°/23 (50:50)</p> <ul style="list-style-type: none"> - Upright image <p>Camera port with interface 60N Illuminator HAL Bulb 12V 37W Halogen Mechanical stage 130x85 R/L with short coaxial drive for mounting frame K 160 x 110mm, Universal mounting frame K for:</p> <ul style="list-style-type: none"> - Petri dishes dia 24...68mm - Slides (max. length 120mm 0 frame size 160 x 110mm) <p>Green Filter, d = 32×2mm Neutral density filter 0.06 Dust protection cover</p> <p>Optical equipment Phase contrast Objective LD A-Plan 5x/0.12 Ph 1 M27 Objective LD A-Plan 20x/0.35 Ph 1 M27 LD Condensor 0.4 for slider</p> <ul style="list-style-type: none"> - For objectives 5x-63x - 53mm working distance - Aperture stop <p>Slider 10×46mm Phase stop Ph 1/0.4 for slider Slit diaphragm 3.5mm for slider (10x-40x) 3 position contrast slider 10x20mm Eyepiece E-PL 10x/20 Br.foc. Eyepiece eyecups Camera Adapter 60N-C 2/3" 0.5x</p> <p>Glass heated stage</p> <p>Capacity – 11 litres</p> | | <p>13 Page</p> | |
|--|--|--|--|------------------|--|

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HLL/CRD/PUR/TENDER/2014-15/01

Minimum Eligibility Criteria for qualifying in the Technical Bid

PRE-QUALIFICATION REQUIREMENTS
(MINIMUM ELIGIBILITY CRITERIA)

1. Name of the Organization :
2. a. Are you a manufacturer? : Yes/ No
b. Are you an authorized agent? : Yes /No
c. In the case of authorized agent , following documents from the Principal should be enclosed
 - i. Letter confirming the agency from the Manufacturer valid for FY 2014-15
 - ii. Letter from the manufacturer that they also agree to abide by all the terms and conditions of this tender.
3. What is your annual production/ process capacity? :
4. Do you have in house testing facility to check HLL's: Yes/ No parameters?
5. Do you have previous experience : Yes/No

All the information provided herein is true and correct.

Place:
Date:

Name and Signature of the Tenderer
(With Office Seal)

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HLL/CRD/PUR/TENDER/2014-15/01

Minimum Eligibility Criteria for qualifying in the Technical Bid

PRE-QUALIFICATION REQUIREMENTS

- a) The firm should have proven and demonstrable experience in supply and installation of packages (equipments) in the field of biopharmaceuticals / biologics / vaccines for the last five years.
- b) The firm must have supplied, installed and commissioned at least 5 such equipments during the last three years in biopharma / vaccine production units.
- c) Their Client's list must include atleast five approved facilities from national regulatory bodies (Schedule M) / international regulatory bodies (Like USFDA, UK MHRA, TGA, etc.).
- d) Net worth of the company should be positive during the last three financial years.
- e) What is your average annual invoiced sales value (based on past previous 3 year's records) for each of the type of equipments under consideration.

Equipment Name : _____
(If more than one equipment, enclose the same separately)
(Documentary evidence (duly signed & stamped) must be enclosed.

- a) Year 1 : _____
- b) Year 2 : _____
- c) Year 3 : _____

- (f) Annual Turnover of the Firm/ company:
(Must be minimum 10 times that of the equipment cost under consideration.)
(Documentary evidence (duly signed & stamped) must be enclosed.

- a) Financial Year 2011-2012 : _____
- b) Financial Year 2012-2013 : _____
- c) Financial Year 2013-2014 : _____

Bidders are to submit copy of valid current Income Tax Return submitted, Sales Tax Registration failing which their offer may be liable to be rejected.

Experience:

Past Project Experience:

Firm must have executed under their Company/ firm's name at least 3 (Three) similar type of order during the last three calendar years. Client's list must include atleast five approved biopharma/vaccine manufacturing facilities from international regulatory bodies (Like WHO, USFDA, UK MHRA, TGA, etc.,)

| SN | Year awarded | Project Name | Equipments Supplied | Contract Value (INR) | Client Name & Reference (Contact details) | Facility Approved by: (Name of approving agency) |
|----|--------------|--------------|---------------------|----------------------|---|--|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Details of Ongoing project

| SN | Year awarded | Project Name | Equipments Supplied | Contract Value (INR) | Client Name & Reference (Contact details) | Facility Approved by: (Name of approving agency) |
|----|--------------|--------------|---------------------|----------------------|---|--|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

* Documentary evidence of work completion certificate duly signed & stamped must be enclosed including the evidence of the facility having approved by regulatory agencies.

Place:

Date:

Name and Signature of the Tenderer
(With Office Seal)

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APPLICATION FOR PREQUALIFICATION

(General information of the tenderer)

1. Name & Address of the tenderer with :

(a) Telephone No.
(b) Fax No.
(c) E – mail Address
(d) Name of the contact person
(e) Whether proprietor / partnership /
Limited company.
2. Are you a manufacturer, authorized :
Dealer or any other? If authorized agent,
A copy of the original letter from the
Manufacturer / Principal, duly attested,
Should be furnished conforming the agency
3. If your manufacturer, how many years :
have you been in the business of manufacturing
of the equipment as per the HLL specification enclosed
4. What would be the minimum period :
required to deliver the machine from the date of
confirmed Purchase order?
5. Have you been a tenderer / manufacturer, :
if so details of the name, address,
quantity and values of orders
received and executed during
last three years? (Attach separate sheet)

6. What is your Annual Turn Over during the last 3 years? :
7. **What is your :-** :
- a) CST No :
- b) VAT NO /TIN NO :
- c) Central Excise Registration No: :
- d) PAN No :
8. **Bank details for returning of EMD**
- (Indian Tenderer)**
- Name of the tenderer as per Bank Account :
- Name of the Bank :
- Branch Name :
- Account No. :
- IFSC Code :
- (Foreign Tenderer)**
- Name of the tenderer as per Bank Account :
- Name of the Bank :
- Branch Name :
- Account No. :
- ABA :
- SWIFT :
9. Any other details :

All the information provided herein is true & correct.

Place:
Date:

Name and Signature of the Tenderer
(With Office Seal)

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HLL/CRD/PUR/TENDER/2014-15/01

ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

JOINT GENERAL MANAGER (PURCHASE)
HLL LIFECARE LTD
PEROORKADA,
THIRUVANANTHAPURAM – 695 005
KERALA, INDIA

Dear Sir,

I / We, hereby offer to supply/test/commission the equipment as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF BIDDER WITH SEAL

HLL LIFECARE LIMITED
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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 tenderers.
3. **Supply:** The successful tenderer will have to done the supply and successful working within the stipulated delivery time mentioned in the Purchase order. As a token of acceptance, the tenderer should submit the duplicate copy of purchase order with signature of authorized person and official seal with in 07 working days.
4. **Period of validity of tender:** The tender will remain open for acceptance for 90 days from the date of opening of the tender.
5. **Termination of Contracts:** i) In case, after issue of a firm order, the successful tenderer fails to supply the item as per the specified quality and the required quantity according to the Delivery Schedule as given in the purchase Order, and even fails to supply the equipment within the extended period if any given in writing by HLL Lifecare Limited, Thiruvananthapuram, it will be within HLL's full rights to terminate the contract by giving a notice of 21 days in writing sent by Registered courier to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice.
6. In case of notice sent by registered post/ courier to the address recorded in the office as per clause 5 (i) & (ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 22nd day of dispatch of the notice.
7. HLL Lifecare Limited, will have the full right to reject any or all the tenders without assigning any reason whatsoever. The HLL Lifecare Limited, also reserves the right to award the contract with more than one contractor.

8. PRICE

Price: The tenderer has to quote the rate for supply of the item as per unit as given in the tender. Statutory levies if any such as, Sales Tax, VAT/CST etc. should be shown separately. Rates quoted should be strictly as per HLL's format- Schedule-G (Price Bid)

Price variation: Rate quoted shall be firm and valid for a period of one year from the date of opening of the tender. The benefit of reduction of statutory levies should be passed on to the purchaser.

9. Bid Opening:

The bids shall be opened on date and time as specified, in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening.

The Technical Bid will be opened on the prescribed tender opening date and time. The Price Bid will be opened on a later date, which will be made known to all qualified bidders (Technically qualified), after technical bid evaluation has been completed.

The bids, which are found as substantially responsive in the technical evaluation and comply with the entire requirement, shall only be considered for Price Bid opening. The Price Bid (price schedule) submitted by such tenderers whose technical bid have been considered as technically unacceptable on the basis of evaluation, will not be opened.

10. RELEASE OF PURCHASE ORDER

The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable.

During the period of contract, if so desired by the purchaser, the tenderer (s) premises shall be visited by the purchaser for inspection/evaluation.

11. PAYMENT TERMS:

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) Domestic supply

- 1) 100 % of the contract value shall be paid on receipt of goods in good condition as well as proper installation and upon the submission of the following documents within 30 days.
 - (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - (ii) Acceptance by concerned authority of HLL Lifecare Limited.
 - (iii) Two copies of packing list identifying contents of each package;
 - (vi) Installation certificate
 - (v) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation etc.) and confirmation of bank guarantee from the respective bank. The validity should be 12 months from date of installation.

or
- 2) As per the request from the tenderer, 90% of the contract value shall be paid on receipt of goods in good condition as well as proper installation and upon the submission of the following documents within 30 days.
 - (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - (ii) Acceptance by concerned authority of HLL Lifecare Limited.

- (iii) Two copies of packing list identifying contents of each package;
 - (vi) Installation certificate
 - (v) Balance 10% contract amount after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confirmation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

b) Import supply

Payment against Imported goods shall be made in the currency as specified in the price bid and contract in the following manner:

- 1) For 100 % payment of the contract value (Including all taxes, duties, transportation, discounts etc.) shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Copy of the Bill of Lading/ Airway bill.
 - (iii) Four Copies of packing list identifying contents of each package;
 - (iv) Manufacturer's/Supplier's warranty certificate;
 - (v) Certificate of origin by the chamber of commerce of the concerned country;
 - (vi) Acceptance by concerned authority of HLL Lifecare Limited.
 - (vii) Installation certificate.
 - (viii) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation, discounts etc.) and confirmationa of bank guarantee from the respective bank. The validity should be 12 months from date of installation.
- 2) For 90% payment of the contract value (Including all taxes, duties, transportation etc.) as per the request from the tenderer shall be paid on reciept of the above mentioned doucments except 10% performance bank guarantee. For the balance 10% of the contract value after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confrimation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

12. WARRANTY

Period of warranty shall be 12 months from date of installation of equipment as certified jointly by the tenderer and the Purchaser.

During Warranty period, the supplier is required to visit consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period.

13. COMPREHENSIVE MAINTENANCE CONTRACT

The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service / operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service / operational manual, but at least once in six months during the CMC period.

The cost of CMC 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.

Cost of CMC will be added for Ranking/Evaluation purpose.

All software updates should be provided free of cost during CMC

14. SPARE PARTS

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

15. Insurance

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) In case of supply of domestic goods on consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the consignee.

ii) In case of supply of the imported goods on CIP (Carriage and Insurance Paid) Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will get extended by the supplier at their cost till the successful installation, testing, commissioning, qualification and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

16. TECHNICAL EVALUATION OF FIRST STAGE BIDS (Technical bid opening)

The purchaser will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirement set forth in the bidding documents. In order to reach such a determination, the bidder will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the following factors.

Overall completeness and compliance with the Technical Specification, quality function and operation of any process control concept included in the bid.

For any clarification regarding technical aspects, specification of the equipment or queries with technical bid will be communicate through e mail which has to be clarify atleast within time. Minimum time limit is 24 hours from e mail / fax sending time . If the clarification has not received (through e mail / fax) within 24 hours, it should be considered as disqualified.

Any other relevant technical factors that the bidder deems necessary to take into consideration. Any deviation to the contractual provisions stipulated in the bidding documents should be mentioned in the technical bid document.

17. OPENING AND EVALUATION OF SECOND STAGE BIDS (Price bid opening)

The purchaser will open the price bids of only those who qualify in the Technical Bid evaluation. The venue, date and time of opening of price bids will be intimated to the technically qualified bidders atleast before 24 hours through e mail.

The bidder's names, the bid price and any such other details as the purchaser considers appropriate, will be announced by the purchaser at the price bid opening.

Bids not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

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

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

19. OPERATIONAL ACCEPTANCE:

Performance Test: The performance test shall be conducted by the tenderer during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees.

Operational Acceptance: Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performance is met.

20. Mode of Transport:

- a) Transportation of domestic goods including goods already imported by the tenderer to be done by the tenderer himself and the goods to be delivered at the site of the consignee at his own risk and cost.
- b) Instructions for transportation of imported goods offered from abroad: The tenderer shall not make part-shipments and/or transshipment without the express/prior written consent of the purchaser. The tenderer is required under the contract to deliver the goods under Delivery Duty Paid (DDP) at consignee site.
- c) **Despatch documents like delivery note/ challan, packing list and invoice should** be intimated immediately with the LR No/Shipping Bill No/Air way Bill No/Bill of Lading etc.

21. The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the courts of Thiruvananthapuram, Kerala State, India.

22. "Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties" in case the matter is referred for arbitration.

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

24. THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH THE FIRST LOWEST RESPONSIVE BIDDER.

PLACE:
DATE:

NAME AND SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

HLL LIFECARE LIMITED
(A Government of India Enterprise)
PEROORKADA, THIRUVANANTHAPURAM-695 005, KERALA, INDIA

HLL/CRD/PUR/TENDER/2014-15/01

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 loses 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. Responsiveness of the Bid shall be at the discretion of HLL.

Bid pronounced Non Responsive by HLL shall be summarily rejected. The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

Place:
Date:

Name and Signature of the Tenderer
(With Office Seal)

HLL LIFECARE LIMITED
(A Government of India Enterprise)
PEROORKADA, THIRUVANANTHAPURAM-695 005, KERALA, INDIA

HLL/CRD/PUR/TENDER/2014-15/01

CERTIFICATE

I / we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE(S) OF BIDDER WITH SEAL

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

HLL LIFECARE LIMITED
(A Government of India Enterprise)
P.B.NO. 2, PEROORKADA.P.O.,
THIRUVANANTHAPURAM - 695 005
KERALA, INDIA



INVITATION FOR BIDS
(PRICE BID)

FOR

Supply, Installation and Commissioning of various Equipments
Quantity: Mentioned along with equipments

AT

CORPORATE R & D CENTRE,
HLL LIFECARE LIMITED,
AKKULAM, SREEKARIYAM P.O.
THIRUVANANTHAPURAM – 695 017

HLL LIFECARE LIMITED
(A Government of India Enterprise)
PEROORKADA, THIRUVANANTHAPURAM-695 005, KERALA, INDIA

HLL/CRD/PUR/TENDER/2014-15/01

I) For Domestic suppliers:

A. Part A – _____

| SN | Item Description | Amount (Rs.) |
|-----------|-------------------------|---------------------|
| i. | Total Basic Price | |
| ii. | Taxes | |
| iii. | Others if any | |
| | Total (Rs.) | |

*HLL Corporate R&D, Akkulam, Trivandrum has been registered with Department of Scientific and Industrial Research (DSIR) and is eligible for availing EXCISE DUTY EXCEPTION vide Government of India customs notification No. 16/2007 dated 01st March 2007

A. Part B – _____

| SN | Item Description | Amount (Rs.) |
|-----------|--------------------------|---------------------|
| i. | CMC Charges: First Year: | |
| | Second Year: | |
| | Third Year | |
| ii. | AMC Charges: First Year: | |
| | Second Year: | |
| | Third Year | |

**** Detailed split up rates should be attached seperately**

VALIDITY: ONE YEAR FROM THE DATE OF OPENING OF PRICE BID

Statutory levies if any:

Any other Remark (s):

Certified that the rate quoted will hold good for one year during which period no upward revision will be asked for.

NAME OF Tenderer: _____

Place:

Date:

Address and Signature of the Tenderer
(With Office Seal)

HLL LIFECARE LIMITED
(A Government of India Enterprise)
PEROORKADA, THIRUVANANTHAPURAM-695 005, KERALA, INDIA

HLL/CRD/PUR/TENDER/2014-15/01

II) For International suppliers:

A. Part A – _____

| SN | Item Description | Amount (US\$.) |
|------|----------------------------------|----------------|
| i. | Total Basic Price | |
| ii. | Packing, Forwarding Charges | |
| iii. | Air freight & insurance charges | |
| iv | Others if any | |
| iv. | Total CIF price upto Trivandrum* | |
| | Total (US \$) | |

* Customs and clearance charge will be beared by HLL. If destination other than Trivandrum, then transporation charge upto Trivandrum may be beared by the supplier.

*HLL Corporate R&D, Akkulam, Trivandrum has been registered with Department of Scientific and Industrial Research (DSIR) and is eligible for availing CUSTOMS DUTY EXCEPTION vide Government of India customs notification No. 24/2007 dated 01st March 2007

A. Part B – _____

| SN | Item Description | Amount (US \$) |
|-----|--------------------------|----------------|
| i. | CMC Charges: First Year: | |
| | Second Year: | |
| | Third Year | |
| ii. | AMC Charges: First Year: | |
| | Second Year: | |
| | Third Year | |

**** Detailed split up rates should be attached seperately**

VALIDITY: ONE YEAR FROM THE DATE OF OPENING OF PRICE BID

Statutory levies if any:

Any other Remark (s):

Certified that the rate quoted will hold good for one year during which period no upward revision will be asked for.

NAME OF Tenderer: _____

Place:

Date:

Address and Signature of the Tenderer
(With Office Seal)