

GLOBAL TENDER DOCUMENT

FOR SUPPLY

OF

**UNCUT SHEETS OF URINE hCG PREGNANCY RAPID TEST
CARDS**

Tender No: HLL/MFG/PUR/OT/RM/01/2013-14

BY



HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 71, Sector – 7, IMT, Manesar, Gurgaon
Haryana -122051(India)
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SECTION-I**NOTICE INVITING TENDERS (NIT)**

HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 71, Sector – 7, IMT, Manesar, Gurgaon
Haryana -122051 (India)
Phone: 0124-4030949 Fax: 0124-4030949
URL: www.lifecarehll.com
Email: hrmfg@lifecarehll.com

Date : 01.05.2013

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

- 1 HLL Lifecare Limited, A Government of India Enterprise intends to conclude annual rate contract on firm and fixed price basis to procure the following as per schedule of requirement in **Annexure-A, A1 and A2**. The rate contract validity will be one year from the date of conclusion of Rate Contract.

Sl No.	Item Description	Annual Estimated Requirement (in Nos.)	Bid Security (in Rs.)
1.	Uncut Sheets of Urine hCG Pregnancy Rapid Test Cards	Uncut sheets for 20 Million tests	INR 2.0 Lac / USD 3500

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 in **Annexure-D, E and F** which should be answered is attached and should be returned along with the tender, failing which tender is liable to be ignored / rejected.
3. Interested eligible Bidders may obtain further information and tender documents from the office of the **HLL Lifecare Limited, No.71, Sector-7, IMT, MANESAR, GURGAON, HARYANA**. Also, the complete set of tender documents may be downloaded from our company website www.lifecarehll.com by any interested eligible Bidder. In either case, the bidders who are participating in the bid should enclose the non-refundable tender fee (as indicated below) along with Technical Bid 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.

Tender No.: HLL/MFG/PUR/OT/RM/01/2013-14; Schedule and Time Lines

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	02.05.2013 to 28.05.2013 , 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.	Cost of the Tender Enquiry Document	Rs. 2,000.00/ USD 35.00
iv.	Pre Tender Meeting Date & Time	15.05.2013, 11:00 Hrs. (IST)
v.	Pre Tender Meeting Venue	Same as above
vi.	Closing date & time for receipt of Tender	30.05.2013, 14:00 Hrs. (IST)
vii.	Time and date of opening of Techno-Commercial tenders	30.05.2013, 15:00 Hrs. (IST)
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 two years.
5. The incomplete tender is likely to be summarily rejected without any further correspondence.
6. The price bids 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.

10. The bid documents are non transferable.
11. Bid document may also be downloaded from website of HLL (www.lifecarehll.com). If that be the case, the tender fee Rs.2000 / USD 35.00 shall be enclosed along with Technical Bid by way of a Demand Draft in favour of HLL Lifecare Limited payable at New Delhi /Gurgaon. The bid without fee shall be rejected.

**Unit Chief,
H LL Lifecare Limited
Plot No. 71, Sector – 7, IMT,
Manesar, Gurgaon
Haryana -122051(India)
Phone: 0124-4030949
Fax: 0124-4030949**

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 71, Sector – 7, IMT,
Manesar, Gurgaon
Haryana -122051 (India)

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – V – "List of Requirements", which also indicates, *interalia*, the required quantity, delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender document. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by a notarised English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by notarised English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

4. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

7 Content of Tender Documents

7.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

Section II	– General Instructions to Tenderers (GIT)
Section III	– General Conditions of Contract (GCC)
Section IV	– Special Conditions of Contract (SCC)
Section V	– List of Requirements
Section VI	– Technical Specifications
Section VII	– Qualification Criteria
Section VIII	– Contract Forms A
Section IX	– Contract Forms B
Section X	– Tender Form
Section XI	– Questionnaire for tenderers
Section XII	– Additional Questionnaire
Section XIII	– Terms and Conditions
Section XIV	– Quality control requirements
Section XV	– Price Schedule
Section XVI	– Performance statement
Section XVII	– Check List for the Tenderers
Section XVIII	– Proforma for equipments and quality control employed by

- manufacturers
- Section XIX - Bank Guarantee Form for Earnest Money Deposit / Bid Security
- Section XX - Bank Guarantee Form for performance security
- Section XXI - Manufacturer's Authorization Form

7.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details before submission of the tender.

8. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond to such request provided the purchaser receives the same minimum 2 (two) days prior to the scheduled time of pre-bid meeting. Clarification for the same will be published on the websites within 4 days after the pre bid meeting.

C. PREPARATION OF TENDERS

9. TENDER DOCUMENT

The complete tender document consists of:

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

9.1 Documents comprising the bid

The two part Bid, that is, **Techno-commercial (called as 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) Tender Fee & EMD / Bid security furnished in accordance with the schedule of requirements.
 - ii) Detailed technical specifications of items quoted along with Catalogue/Literature of the goods 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) Authority Letter from manufacturer in case Bid is submitted by Authorized Agent;
 - vi) Bidders to indicate Name and Address of their Bankers;
 - vii) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three financial years duly attested by Chartered Accountant;
 - viii) 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 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.

- ix) 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 quality control in the enclosed proforma "B" at Annexure K.
- x) Current ITCC /PAN may be enclosed/ indicated along with the bid.
- b) **Price Bid:** The information given at Sr. No.9.1 (a) (ii) and (ix) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum prices as per tender document requirements .

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

10 Tender currencies

- 10.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 10.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say USD, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India.
- 10.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

11 EARNEST MONEY DEPOSIT / BID SECURITY

11.1 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 along with Technical bid and shall be marked as 'EMD / Bid Security to Tender Document for _____(item name).

11.2 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 in the form of Bank Guarantees from any Indian National Bank 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, hence the validity of bank guarantee shall be kept minimum 165 days from the closing date of bid submission.

12. SUBMISSION OF BIDS.

12.1 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 as Techno commercial Bid for tender Document No. for the supply of PTC Uncut Sheets.

13 Tender Prices

- 13.1 The Tenderer shall indicate the Price Schedule provided under Section XV - all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement.
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 currency of Rate Contract i.e. one year from the date of tender finalization.
All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, it should be clarified as “NA” by the tenderer.
- 13.2 The tenderer has the option to submit its quotation for any one or more item (s) in the List of Requirements. However, separate sealed cover to be used for each item for price bid.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XV.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost shall be refunded by the supplier to the purchaser, if the contract has already been concluded.

- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:**
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

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

- a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- c) the **price of goods quoted should be on DDP basis at purchaser / consignee site in India** as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) wherever applicable, the amount of custom duty applicable on CIP value on the goods to be imported;
- e) the charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, as specified in the List of Requirements and Price Schedule;
- f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) The price shall be inclusive of excise duty.
- b) Subject to sub clauses 13.5.2 (a) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Octroi duty, terminal tax and other levies of local bodies (like town body, municipal body etc.) if not exempted shall be inclusive in the goods prices.

13.5.5 Customs Duty: The tenderer shall quote the Customs duty wherever applicable, considering availability of CDEC. The applicable rates and amount of the Custom Duty and the corresponding Indian Customs Tariff number should be shown separately in the price schedule.

In case of non-availability of CDEC, the supplier has to custom cleared the goods paying the applicable Custom Duty and any difference of duty from the applicable CDEC rate shall be reimbursed separately on production of such proof of payment along with the final bill.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, if any, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the purchaser, to render services during Warranty period.

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

D. SUBMISSION OF TENDERS

16. Tender Submission Place and its Receipt

- 16.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, MFG, Plot No. 71, Sector – 7, IMT, Manesar, Gurgaon, Haryana -122051 (India)**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to **Unit Head** or his nominee, **HLL Lifecare Limited, MFG, Plot No. 71, Sector–7, IMT, Manesar, Gurgaon, Haryana -122051 (India)**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 16.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

17. Late Tender

- 17.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

18. Alteration and Withdrawal of Tender

- 18.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 18.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

19. Opening of Tenders

- 19.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 19.2 **Authorized representatives of the tenderers**, who have submitted tenders on time **may attend the tender opening** provided they bring with them **letters of authority from the corresponding tenderers**.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

19.3 Two-Tender system as mentioned above as follows.

The **Techno- Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

Thereafter, in the second stage, the Price Tenders of only the Techno-Commercially acceptable offers shall be opened at a later date which will be notified to such tenderers. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

20. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

21. Preliminary Scrutiny of Tenders

- 21.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 21.2 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 21.3 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not enclosed
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation as per Format given in Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, DDP clause, Delivery period clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements for the quoted item (s).

22 Discrepancies in Prices

- 22.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 22.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 22.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

23. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail.

24. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VII, will be treated as non-responsive and will not be considered further.

25. Conversion of tender currencies to Indian Rupees

In case the TE 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 Tender' opening.**

26 Comparison of Tenders

Unless mentioned otherwise in Section – V – List of Requirements, the comparison of the responsive tenders shall be carried out on **Delivery Duty Paid (DDP)** purchaser site (IMT, Manesar, Gurgaon) basis.

27. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

Further to GIT Clause above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

28. Tenderer's capability to perform the contract

- 28.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one item in the List of Requirements, then, such determination will be made separately for each item.
- 28.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

29. Contacting the Purchaser

- 29.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

29.2. In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

30. Purchaser's Right to accept any tender and to reject any or all tenders

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, to change the scope of the tender 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.

31. Award Criteria

Subject to GIT clause 30, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT clause 33.

32. Variation of Quantities at the Time of Award/ Currency of Contract

- 32.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.

32.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract or within one-year from the date of Notification of Award.

33. Notification of Award

- 33.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has

been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty-one (21) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section III.

33.2 The Notification of Award shall constitute the conclusion of the Contract.

34. Issue of Contract

34.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section VIII & IX) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

34.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.

35. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 20 of GCC – Termination of default.

36. Return of E M D

The earnest money of the unsuccessful tenderers will be returned to them without any interest. The EMD submitted by the successful tenderer will be returned provided they comply with the requirements mentioned in Clause 34.2.

37. Corrupt or Fraudulent Practices

It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- defines, for the purposes of this provision, the terms set forth below as follows:
- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

Section III
GENERAL CONDITIONS OF CONTRACT (GCC)

HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 71, Sector – 7, IMT,
Manesar, Gurgaon
Haryana -122051 (India)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section IV, List of requirements under Section V and Technical Specification under Section VI of this document.

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to five percent (5%) of the total value of the contract,

valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XX of this document in favour of the Purchaser/Consignee.
- b) In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the consignee/purchaser, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 Subject to GCC sub – clause 5.3 above, the Purchaser / Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VI, VII and XIV of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VI, VII and XIV and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VI, VII and XIV and in SCC under Section IV, the goods shall 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) Contract number and date
- ii) Brief description of goods including quantity contained in each pack
- iii) Packing list reference number
- iv) Manufacturer /Supplier's name and address and License No.
- v) Country of origin of goods

- vi) Purchaser/ consignee's name and full address
- vii) Date of manufacture. Expiry and Batch No.
- viii) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's representative at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's representative may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's representative for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's representative well ahead of the contractual delivery period, so that the purchaser's representative is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's representative for inspection at the last moment without providing reasonable time to the representative for completing the inspection within the contractual delivery period, the representative may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's representative during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its representative at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 12.
- 8.8 Principal/ Foreign supplier shall also have the goods inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under DDP at consignee site (IMT, Manesar, Gurgaon); the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

The goods shall be custom cleared by the Supplier/ Indian Agent and transported to the consignee's site as per contract terms. The supplier shall be responsible for safe and timely delivery of ordered goods under his own arrangement.

11. Insurance:

Unless otherwise instructed in the SCC, 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 in his own name and not in the name of the purchaser/ consignee and should be valid till 3 months after the receipt of goods by the Consignee / purchaser . 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.

- ii) in case of supply of the imported goods on DDP Basis, the supplier shall arrange and pay for marine/ air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.

12. Warranty

- 12.1 The supplier provide comprehensive warranty that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier shall further provide warranty that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 12.2 The **warranty shall remain valid up to shelf life of the goods** in general, after the goods or any portion thereof as the case may be, have been delivered to the final destination and accepted by the Purchaser/Consignee in terms of the contract, **unless specified otherwise in the SCC.**
 - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Replacement will be undertaken for the defective goods free of cost.
- 12.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 12.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 12.4 Upon receipt of such notice, the supplier shall, within a month take action to replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 12.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period as mentioned under clause 12.2 from the date such rectified / replaced. Goods start functioning to the satisfaction of the purchaser.
- 12.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within one month , the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 12.7 The supplier along with its Indian Agent shall ensure continued supply of goods during the currency of contract.
- 12.8 The Supplier along with its Indian Agent shall always accord most favoured client status to the Purchaser and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

13. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

14. Modification of contract

- 14.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 14.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

15. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract are fixed as rate contract for minimum one year and shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

16. Taxes and Duties

- 16.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 16.2 Further instruction, if any, shall be as provided in the SCC.

17. Terms and Mode of Payment

17.1 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) Payment for Domestic Goods Or Foreign Origin Located Within India.

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

100 % payment of the contract price shall be paid on receipt of goods in good condition at purchase/ consignee place and final acceptance of the goods upon the submission of the following documents and subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- (ii) Certificate of analysis;
- (iii) Packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Insurance Certificate as per GCC Clause 11;
- (vi) Certificate of origin.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On delivery:

Ninety (90) % of the net CIP price of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent within 24 hours to all concerned as per the contract;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.

b) On Acceptance:

Balance payment of 10 % of net CIP price of goods would be made against goods acceptance by the purchaser through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

- 17.2 The supplier shall not claim any interest on payments under the contract.
- 17.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 17.4 Irrevocable & non-transferable LC shall be opened by Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/ consignee, the charges thereof shall be borne by the supplier.

- 17.5 The payment shall be made in the currency / currencies authorised in the contract.
- 17.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 17.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 17.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 17.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

18. Delay in the supplier's performance

- 18.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 18.2 Subject to the provision under GCC clause 22, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 18.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

- 18.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 19 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 18.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

19. Liquidated damages

Subject to GCC clause 22, If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 7.5% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 20.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 18.4 above shall also apply.

20. Termination for default

- 20.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 18.3 and 18.4.
- 20.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 20.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

20.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

21. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

22. Force Majeure

22.1 Notwithstanding the provisions contained in GCC clauses 18, 19 and 20, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

22.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

23. Termination for convenience

23.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

23.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

24. 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.

25. Governing language

The contract shall be written in English language following the provision as contained in GIT clause 3. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

26. Notices

- 26.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 26.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

27. Resolution of disputes

- 27.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. The jurisdiction for the settlement of disputes will be at Delhi, India.
- 27.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Indian Council of Arbitration.
- 27.3 Venue of Arbitration: The venue of arbitration shall be Delhi, India.

28. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

29. **General/ Miscellaneous Clauses**

- 29.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 29.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 29.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.
- 29.4 Each member/constituent of the Supplier/its Indian Agent, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 29.5 The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 29.6 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc. All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

**HLL Lifecare Limited
(A Government of India Enterprise)
Plot No. 71, Sector – 7, IMT,
Manesar, Gurgaon
Haryana -122051(India)**

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

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. PERFORMANCE STATEMENT

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

2. LIFE AT THE TIME OF INSPECTION

At the time of offering for inspection, the stocks offered for inspection should not have crossed more than $\frac{1}{6}^{\text{th}}$ of the total shelf life, and should have a total shelf life of not less than 30 months from the date of manufacture.

3. INSPECTION AUTHORITY

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

4. PLACE OF INSPECTION

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

5. PERFORMANCE SECURITY

Suppliers shall have to furnish a performance security of 5% of the value of the supply order which will be indicated therein and payable in Bank Guarantee (valid 60 days beyond the delivery period mentioned in the supply order)/ demand draft in favour of **HLL Lifecare Limited payable at New Delhi/ Gurgaon** within 15 days of issue of the supply order failing which the supply order will be with drawn and the Rate Contract shall be cancelled at the risk and cost of the supplier.

If the supplier fails to adhere to any of this obligation under the contract, the purchaser reserves the right to forfeit the performance security deposited by the supplier or invoke the Bank Guarantee and forfeit the amount.

06. INSTRUCTIONS TO THE TENDERERS**6.1 TENDER VALIDITY**

- The tender shall remain open for acceptance– **120 days from the date of bid Opening.** Tenderers should note the period for which the offers should remain open 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.
- 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.
- 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.

6.2 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.

6.3 TELEGRAPHIC/LETTER-HEAD OFFERS

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

6.4 ADDITIONAL DOCUMENTS TO BE SUBMITTED ALONG WITH BID

- PAN No. /Exemption certificate from income Tax Department.
- Last three years annual report/balance sheet and profit & loss account certified by the CA.
- Bid fee receipt or demand draft of requisite amount in case the tender set is downloaded from website.
- Compliance statement to technical specification should be submitted in the following format:

Item	Specific ations as per T.E.	Specification s offered	Complianc e (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.)

- 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.
- 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.

- 6.7 Authority for signing Bid Documents should be submitted along with certificate of incorporation, partnership deed etc. wherever applicable.

7. 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. The validity of the rate contract may be extended further, if agreed upon by both the purchaser and the supplier.

8. DELIVERY PERIOD

Tenderers should quote guaranteed monthly rate of supply in terms of value and time, if any, required to complete supply after placement of order, failing which the tender will be treated as incomplete. The actual delivery date accordingly will be incorporated in the supply order.

9. The purchaser reserves the right to enter into rate contract/parallel rate contracts with one or more tenderers or to place ad hoc contracts simultaneously or at any time during the currency of the rate contract with one or more suppliers.

10. RECALLS

If a product is recalled because of problems with quality or adverse reaction to the pharmaceutical, 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 goods or withdraw and give full refund if the product has been taken off from the market.

11. GUARANTEE

- 11.1 The Supplier shall certify that the stores supplied to the Purchaser 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.

- 11.2 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.

12. QUANTITY GUARANTEE

The purchaser gives no guarantee as to the minimum quantity, which will be drawn against this contract,

but the supplier will supply quantity as may be ordered (in excess of tendered quantity) during the currency of the rate contract.

13. EXCISE DUTY

The price quoted should be inclusive of Excise Duty.

14. 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: _____

SECTION - V**LIST OF REQUIREMENTS**

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure - A

Sl. No.	Item Description	Annual Estimated Requirement (in Nos.)	Bid Security
1.	Uncut sheets of Urine hCG pregnancy test cards	Uncut sheets for 20 Million tests	INR 2.0 Lac / USD 3700

TECHNICAL SPECIFICATIONS:

As per Annexure - A1.

TERMS OF DELIVERY:

- The tenderer shall be responsible to arrange safe delivery of stores of HLL MFG, 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 purchaser / Consignee site at destination i.e. at HLL Lifecare Limited , Building No. 71, Sector -7, IMT Manesar, Gurgaon, Haryana (India).
- Should be in a position to deliver the first supply of uncut sheets sufficient at least for 1.0 million tests within 30 days of confirmation of our order.
- Supply should be **in batches of uncut sheets sufficient for 100500 test strips** or its multiples i.e. supplier should supply minimum the full quantity of 1 batch of uncut sheet sufficient for 100500 test strips as final yield in one supply.

SECTION - VI

TECHNICAL SPECIFICATIONS

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure A – 1

1. Test Principle:

Single Step, Self performing sandwiched immunoassay using colloidal gold & anti hCG antibodies.

2. Sensitivity:

The test should show positive result at the minimum concentration of 15 - 20 milli IU per ml of hCG in 05 minutes time. However, it should not give positive line at 5 milli IU per ml of hCG within 05 minutes of addition of the standard solution. And simultaneously, the positive test line should not diminished in intensity when test is performed with standard up to 100 IU per ml.

3. Specificity:

100% (No cross reactivity with other Gonadotropin hormones like LH, FSH etc at physiological concentrations)

4. Background:

Background of the test at the end of 5 minutes after addition of samples should be clear and matching with colour of the nitrocellulose paper of the untested device.

5. Built in control:

Should have built in control for correctness of the testing procedure.

6. Nitrocellulose:

Nitrocellulose paper coated with anti hCG paper antibodies for test band and appropriate reagent coating for control band and it should be masked with clear tape to avoid evaporation.

(NOTE: the sample and absorbent pad shall not be masked.)

7. Shelf Life:

30 months from the date of manufacturing

8. Storage:

The Sheet should be stable at room temperature Condition (4 to 30 degree centigrade)

9. Packing:

Uncut sheets (for test strip) should be packed in air tight / moisture proof aluminium pouches with desiccant silica gel. Each Aluminum pouch should not contain more than 50 uncut sheets.

10. Size of uncut Sheet :

Width: 300 ± 0.5 mm

Length: 57.75 ± 0.25 mm

Note:

The dimensions of uncut sheet are indicative. However, the actual dimensions (specially the length and thickness etc.) should be tailored as per HLL's empty cassette design. The required nos. of empty cassettes will be provided for product optimization.

SECTION - VII

QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS

Annexure A- 2

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

1. Qualification Criteria For Eligibility Of Firms

- 1.1 The tenders are invited from the primary manufacturers of diagnostic products from INDIA AND ABROAD for the supply of uncut sheets of hCG pregnancy rapid test cards matching with the technical specifications as per Annexure I and compliance of additional qualification criteria and Minimum Eligibility Criteria below under clause 1.7 and 1.8 of qualification criteria for eligibility of firms.
- 1.2 Only primary manufacturer or his authorized agent where manufacturer are not directly marketing the finished products (specifically against this invitation for bid for the subject goods) has a successful track record of manufacturing of tendered goods and / or identical goods (hCG pregnancy test cards) for the past 3 years prior to the date of bid opening.
- 1.3 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.
- 1.4 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 principal's facility is to be furnished in the enclosed proforma 'B' (Annexure K).**
- 1.5 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 25% of quantity of specific goods on cumulative basis in any one year in the previous 3 years.
- 1.6 **Additional qualification criteria for the Supply of uncut sheets having nitrocellulose strip coated with reagents for detection of human chorionic gonadotropin in urine to be used in production of diagnostic kit for detection of pregnancy of woman**
 - 1.6.1 For being considered as basic manufacturer, the bidder should be manufacturer of the lateral flow immune chromatography test of hCG and should be performing all the following steps of product manufacturing in their premises.
 - 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.
- 1.6.2 Should have a minimum 3 years experience in manufacture of lateral flow Immuno chromatography test for detection of pregnancy.
- 1.6.3 Should have minimum capacity to produce 3.75 million tests per month.
- 1.6.4 The manufacturer should comply and ensure the following
- a) Receiving inspection for components
 - b) In process and final product testing.
- 1.6.5 Should provide the list of major purchasers in the form of documentary evidence.
- 1.6.6 Should have appropriate statutory licenses / registration for production of pregnancy test kits, should be following appropriate GMP guidelines prescribed for the same in country of origin .
- 1.6.7 In compliance of above all criteria, should have ISO 13485. Product CE mark is desirable.
- 1.6.8 Should be in a position to deliver the first supply of uncut sheets sufficient at least for 1.0 million tests within 30 days of confirmation of our order.
- 1.6.9 Supply should be **in batches of uncut sheets sufficient for 100500 test strips** or its multiples i.e. supplier should supply minimum the full quantity of 1 batch of uncut sheet sufficient for 100500 test strips in one supply.
- 1.6.10 The bidders who have not supplied the tendered material to HLL earlier would be required to submit documentary evidence of being in business for tendered product 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.

1.7 MINIMUM ELIGIBILITY CRITERIA:

1. The manufacturer should have proven and demonstrable experience in manufacturing and sales of urine hCG pregnancy rapid test cards.
2. In case of foreign manufacturer, the product in uncut sheet form should be registered / approved for import in India through the office of DCG (India) either through their local agent or by themselves.
3. The manufacturer's facility should be approved for the manufacturing of diagnostic products by the concerned regulatory / licensing authority in the country of origin.
4. The bidder shall have attained a turnover of not less than USD 1.0 million 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. Manufacturer should be following quality management system ISO 9001 and ISO 13485 and regulatory requirements like GMP guidelines applicable in country of origin.

Minimum Eligibility Criteria and Supporting Documents

Sl. No.	Minimum Eligibility Criteria	Supporting Documents
1	The manufacturer should have manufactured the product from basic stages and shall a turnover of USD 1.0 million in any one of the past 03 years	Manufacturing: <ul style="list-style-type: none"> - Product approval of the statutory authority - Compliance evidence with ISO 13485 by way of accreditation by an independent recognized certification body . - Free Sale Certificate in country of origin - Protocol for testing Quality - Shelf life of the product through stability studies - List of plant & machineries Product Sales: <ul style="list-style-type: none"> - Audited annual report comprising balance sheet, Profit & Loss A/c and complete schedules
2	Details of Customers to whom the Products were supplied	<ul style="list-style-type: none"> - Copy of Purchase Orders received from Customers and corresponding invoices issued by the bidder, duly certified by a Chartered Accountant - Customer performance certificates for product quality and services
3	Product Quality Acceptance	Certificate of Analysis
4	Execution of work orders	Proof of work orders awarded and their execution (Manufacture and sales)
5	Facility approval	Proof in the form of regulatory approvals, manufacturing licenses
6	Installed capacity and spare capacity to HLL	Self-certified copy of manufacturing license with mention of annual installed capacity.

Documents / Product Samples to be submitted in support of “Minimum Eligibility Criteria”

- Profile of the Organization
- Organization Structure
- Authenticated copy of the certificates of incorporation / registration of the organization
- Copy of 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.
- Compliance evidence with ISO 13485
- Declaration of spare capacity to execute the quantity offered against this tender
- Proof for product quality in the form of authenticated test reports
- Proof for execution of orders in the form of notification of work award, execution reports and quality satisfaction reports from major customers
- 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)

1.8 Miscellaneous:

1. Product samples (with Certificate of analysis) – 2 uncut sheets and 100 PTC assembled cassettes.
2. The quotation from the bidders should comply with the delivery schedules as specified in the tender.
3. Vendors whose name appear in our list of approved vendors for the tendered product shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria and quality of the material is approved for our consumption.
5. The attributes of questionnaires in the annexure enclosed along with the bid document are also form part of the qualification criteria.
6. In case of bidders participating for the first time in HLL, Manesar for the tendered items, their manufacturing premises and facility will be inspected before evaluating for qualifying in the Technical bid.
7. The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria as above.

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

SECTION - VIII

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

Annexure-B

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

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 in the booklet, Conditions of Contract and have thoroughly examined the specification 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.....

SECTION - IX

RATE CONTRACT FORM - B

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

Annexure-C

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

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. *Free samples of the under mentioned articles were submitted to the Inspecting Officers specified in the schedule(s) as follows:-

<u>Articles</u>	<u>Submitted to</u>	<u>Date</u>
-----------------	---------------------	-------------

*To be scored out by tenderer where not necessary.

4. *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.....

SECTION – X
TENDER FORM

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Date:

To

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

Ref. : Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - IV – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 17, read with modification, if any, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

SECTION - XI

QUESTIONNAIRES TO TENDERERS

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure – D

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS OF THIS SECTION. 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. HLL/MFG/GT/PTC/01/2013-14 Due for opening on.....
2. Offer is open for acceptance till...
3. Whether the stores / goods 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.
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 firm is 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. Mention
 - 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 goods Sample (if called for in the Tender Enquiry). If so on what date.
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/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

- (i) Primary Manufacturer
- (ii) Manufacturer's authorized sole selling Agent where the manufacturer is not directly marketing the finished product.
N.B.: If manufacturer's sole selling agents, please enclose with tender the copy of manufacturer's authorization.

23. If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their 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.**

SECTION XII

ADDITIONAL QUESTIONNAIRE

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure- E

1. (FOR MANUFACTURING FIRMS)

- (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.

2. (FOR AUTHORISED AGENTS)

- (i) what is your present stock ?
- (ii) what is the volume or orders (including Govt. and others) pending with you at present?
- (iii) What is the rate of flow of stocks ?
- (iv) What is the rate of issue ?
- (v) What stock will you maintain at each? important centre in India.

(vi) What is the time and rate required for replenishment of the stock as these centers ?

(vii) Are you registered as small scale unit with the NSIC ? If so, indicate your current Registration number and date and the period up to which the registration will be valid.

Signature of Tenderers
Date _____

SECTION - XIII

Terms and conditions

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

Annexure- F

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

- 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) HLL reserves the right to split its requirements among the suppliers provided the other bidders match the rate of L-1 and also reserves the right to accept or reject the offer without assigning any reason.
- 6) The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

- a) In case the bidder is new vendor, a trial order will be placed on them. If the performance is found satisfactory, then further bulk orders will be released on them as per the requirements.
- b) Sample should be submitted and got approved before effecting bulk supply.
- c) The remaining period of shelf life of material on arrival at our stores should be minimum 5/6th of the total shelf life.
- d) Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
- e) In case of rejection the material should be taken back and replaced at yours risk and cost within 7 days of intimation from HLL.
 - i. Alternatively the rejected material 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.

iii. HLL also have the right to procure it from an alternate source at your cost.

f) The supplier agrees to 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.

g) 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.

h) 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.

i) The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

j) 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.

k) 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 numbered
- vii. Test certificate

Purchaser / consignee reserves the rights to return back/destroy the consignment at your risk and cost if any of the above is not completed.

l). The following information shall be stenciled or labeled 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.

m). 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 with in 30 days of receipt, inspection and acceptance of the material.

p).The jurisdiction of any disputed, suits and proceedings arising out of this tender shall be only in the court New Delhi as the case may be.

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. 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. .

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

Bid pronounced Non Responsive by the purchaser / consignee shall be summarily rejected.

The decision of the purchaser/ consignee 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:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

SECTION - XIV

QUALITY CONTROL REQUIREMENTS

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure – G

NAME OF TENDER ITEM:

- 1) Furnish briefly the particulars & name of your Organizational Status:
 - a) No. of employees
 - b) Annual turnover
- 2) Do you have a Quality Control department? 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 facilities: Yes/No
 - c) Do you have final inspection of the product: Yes/No
- 4)
 - (a) Would you issue Quality 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 quality accreditation: Yes/No
 - (a)ISO 9000
 - (b)Any National/International Laboratory/Authority Certification

If 'Yes', give details along with a copy of certificate issued by them.
- 6) Furnish the details of testing facility with details of testing equipments.
- 7) Have you been assessed previously by purchaser: Yes/No
If yes, give details

- 8) List of customers
 - a) Governmental
 - b) Non Governmental

- 9) Sample furnished along with this tender or not (in the case of new vendor): Yes/No

Date :

Place :

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

SECTION – XV PRICE SCHEDULE (Annexure – H)**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA****Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14**

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.) - Sufficient for 20 mn test strips of 3.0mm width	Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (e)	Incidental services , if applicable (f)	Unit Price (at purchaser/ consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at purchaser/ consignee Site) basis (Rs.) 4 x 5(g)
1	Uncut Sheets of Urine hCG Pregnancy test cards										

Total Tender price in Rupees: _____

Inwords: _____**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. Purchaser shall issue Form C for concessional rate of central sales tax wherever applicable.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

**B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD (Annexure- H)
Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14**

1	2	3	4	5										
				Price per unit (Currency)										
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.) - Sufficient for 20 mn test strips of 3.0 mm width	Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/ Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling Charges **	Loading/ Unloading, inland transportation, insurance & incidental cost up to purchaser/ consignee site **	Incidental Services, if any (f)**	Unit price on DDP basis at consignee's site	
													In foreign currency	In Indian Rupees
1	Uncut sheet of urine hCG pregnancy test cards			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	=(e)	=(b+f+g+h+i)

** to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e) _____ (In figures and words) plus
 ** (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs _____ (In figures and words)

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidders break up of prices under various columns is for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening .The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders

Name _____
 Business address _____
 Signature of Tenderer _____
 Seal of Tenderer _____

Place: _____

Date: _____

SECTION -XVI

PERFORMANCE STATEMENT PROFORMA

(FOR THE PERIOD OF LAST FIVE YEARS)

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure - I

Name of item offered:

Date of Opening:

Time: Hours

Name of the Firm:

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

*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

SECTION XVII

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure-J

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

Name of Tenderer:

Name of Manufacturer:

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 technical compliance statement 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 20 days from the Techno Commercial Tender Opening date as per the TE document?			
4(a).	Have you enclosed duly filled Tender Form as per format in Section X?			
4(b).	Have you enclosed Power of Attorney/ Authorization in favour of the signatory?			
5.	Have you submitted manufacturer's authorization as per Section XXI?			
6.	Have you submitted the certificate of incorporation?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
7(a).	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7(b).	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
10.	Have you submitted the Quality Control Requirements as per Proforma given in Section VII and XIV of TE document?			
11.	Have you accepted delivery period as per TE document?			
12.	Have you accepted the terms of delivery as per 'DDP at consignee site basis'?			
13.	Have you accepted the warranty as per TE document?			
14.	Have you accepted all terms and conditions of TE document?			
15.	Have you fully accepted payment terms as per TE document?			
16(a)	Have you submitted prices of goods, turnkey (if any), etc. in the Price Schedule as per Section XV?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
16(b)	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 and indexed.**
- 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 NA.**
- 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.**

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION - XVIII

Proforma B: Equipments and quality control Employed by the Manufacturer(s)

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure-K

Name and address of the bidder:

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

- 1 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

- 2 Plant and machinery details
- 3 Manufacturing process details
- 4 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 5 Total annual turn-over(value in Rupees)
- 6 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation

- 7 Test certificate held
 - a . type test
 - b . BIS/ISO certification
 - c . any other
- 8 Details of staff
 - a. technical
 - b skilled
 - c unskilled

Signature and seal of the bidder

SECTION - XIX

BID SECURITY FORM (BANK GUARANTEE)

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure - L

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 weof..... Having registered office at..... (hereinafter called "the bank") are bound unto the HLL Lifecare Limited (Hereinafter called "the purchaser") in the sum offor which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assis8ns 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

SECTION - XX

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

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

Tender No. : HLL/MFG/PUR/OT/RM/01/2013-14

Annexure – M

**To: Unit Chief,
HLL Lifecare Limited
Plot No. 71, Sector – 7, IMT,
MANESAR, GURGAON
HARYANA -122051
PHONE: 0124-4030949
FAX: 0124-4030949**

WHEREEAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract nodated.....to Supply (description of goods and services) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee form a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we here by affirm that we are guarantors and responsible to you. on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We here by waive the necessity of our demanding the said debt from the supplier before presenting us with the demand

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any J of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

This guarantee shall be valid for up to 90 days from the completion of contractual obligations by the supplier.

Signature and seal of the guarantor

**Place:
Date:**

SECTION – XXI
MANUFACTURER’S AUTHORISATION FORM

To,

Unit Chief
HLL Lifecare Limited
Plot No 71, Sector 7, IMT, Manesar, Gurgaon (Haryana state), India
Pin code 122051

Dear Sir,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note:*
1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
 2. Original letter may be sent.