

BID DOCUMENT

**Procurement of BP Instruments and batteries under
Annual Health Survey (AHS) and DLHS-4**

FOR
Registrar General & Census Commissioners, India
Ministry of Home Affairs, Government of India
&
International Institute for Population Sciences (IIPS), Mumbai.

HLL/PCD/CAB-03/12' – 13'



BY

HLL Lifecare Limited

Innovating for Healthy Generations

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

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SECTION I

INVITATION FOR BIDS (IFB)

Office of Registrar General & Census Commissioners, India &

International Institute for Population Sciences (IIPS), Mumbai

INVITATION FOR BIDS (IFB)

1. Office of Registrar General & Census Commissioners, India, Ministry of Home Affairs, Government of India & International Institute for Population Sciences(IIPS), Mumbai intends to procure the following items under Annual Health Survey (AHS) and DLHS-4, 2011-12 respectively through Procurement and Consultancy Services Division of M/s HLL Lifecare Ltd., Noida. Accordingly, an advertised tender enquiry is issued inviting quotations for the under mentioned items as per the terms and conditions given hereunder with details in the bid document.

Date : **27-07-2012**
IFB No. : **HLL/PCD/CAB-03/12-13**

Sch- No.	Item No.	Brief description of Item	Unit	Qty.	Bid Security
1	i	BP Apparatus	Nos.	672	Rs. 128000
	ii	Alkaline battery compatible for BP apparatus	Nos.	134124	
		Or equivalent qty. (of Alkaline battery)	Nos.		
		Lithium Battery compatible to BP instrument	Nos.		
		Or equivalent qty. (of Alkaline battery) Ni-Cd battery compatible to BP instrument	Nos.		

2. (2) **Bid No.: HLL/PCD/CAB-03(LTE)/12-13**

Sl. No.	Description	Schedule
i.	Dates of sale of bidding documents	28.07. 2012 to 17.08.2012
ii.	Place of sale of Bidding Documents	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201 307
iii.	Cost of the Bidding Document	Rs. 2000/-
iv.	Pre Bid Meeting Date & Time	03.08.2012, 1100 hrs IST
v.	Closing date & time for receipt of Bid	18.08.2012, 14.00 hrs IST
vi.	Time and date of opening of Techno – Commercial bids	18.08.2012 , 14.30 hrs IST
vii	Venue of Pre Bid Meeting and Opening of Techno Commercial Bid	Same as 2 (ii)

All bids must be accompanied by a bid security as specified above .

3. Interested bidders may obtain further information about this requirement from the above office selling the documents. Bidding Documents may be purchased on payment of non-refundable fee of Rs 2000/- per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at New Delhi.
4. If requested, the Bidding Documents will be mailed by Registered Post/Speed Post to the domestic bidders and by international airmail to the foreign bidders, for which extra expenditure per set will be Rs 100/- for domestic post. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

5. Bidder may also download the bidding documents from the web site www.censusindia.gov.in or www.ipsindia.org or www.lifecarehll.com and submit its bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective bidders may attend the Pre Bid meeting. The venue, date and time indicated in the Para 2 above.
7. Bidders shall ensure that their bids, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307,Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the bids will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the bids will be sold/received/opened on the next working day at the appointed time.
9. The Bidding Documents are not transferable.

Head (P&CD)
HLL Lifecare Limited,
Procurement and Consultancy Services Division
B-14 A, Sector-62,Noida-201 307

SECTION II

INSTRUCTIONS TO BIDDERS

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SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II. INSTRUCTIONS TO BIDDERS (ITB)

This bid documents should be read in conjunction with the IFB No. HLL/PCD/CAB-03/12-13 dated 27-07-2012, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given elsewhere in this document, on the same subject matter of the clause.

1. CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and bid & contract terms are prescribed in this Bidding Document and includes

- (i) Section I (IFB)
- (ii) Section II (ITB)
- (iii) Section III (GCC)
- (iv) Section IV (SCC)
- (v) Section V (Schedule of Requirements)
- (vi) Section VI (Technical Specifications)
- (vii) Section VII (Qualification Criteria)
- (viii) Section VIII (Proforma for performance statement, Consignee's receipt certificate, Consignee's acceptance certificate, Manufacturer's Authorization Form, Bid form, Price schedule, Contract Form, Proforma for Bank Guarantee for bid security, Proforma for Bank Guarantee for performance security, Proforma B, Certificate for not being de-registered /debarred/black listed, Certificate for Free distribution)
- (ix) Section IX (Consignee List)
- (x) Checklist

1.2 The Bidders are expected to examine all instructions, terms, specification etc. in the Bidding Documents. Failure to furnish information required in Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and HLL Lifecare Ltd. (HLL) hereinafter referred to as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process:

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 14 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

3. **AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the Submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 3.2 The amendment(s) to Bid Document will be notified in writing, by Fax to be followed by recorded delivery or regd. Post/Speed post or Courier or Cable to all prospective Bidders.
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.
- 3.4 A pre bid conference will be held with the prospective bidders on the date, time & venue mentioned in IFB. The authorized representatives of prospective bidders, who choose to attend such pre bid conference, may do so. The pre bid conference is intended to furnish all clarification, if required by the bidders, so as to ensure their participation in the bidding process without any doubt and obstacles.

4. **LANGUAGE OF BID:**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID:**

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

- a) **Techno-commercial/Technical Bid (unpriced Bid):** This should interalia include the following on an index page with page mark referenced separately against each Sl. Nos. given below for easy identification (for this purpose, the entire bid must be page marked): -
 - i) Bid security furnished in accordance with Clause 9.
 - ii) Detailed technical specifications of items quoted and if applicable, along with Catalogue/Literature, fabrication drawings, make and model of the equipment/instrument offered with prices blanked (without indicating the prices)
 - iii) Statement of Deviations parameter wise from Bidded Commercial conditions, if any
 - iv) Statement of Deviations parameter wise from bided Technical specifications if any;
 - v) Deleted
 - 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.
 - ix) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents.
 - x) 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.
 - xi) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all

- its current/present commitments. The bidder shall also furnish details of equipment/instrument and quality control in the enclosed proforma "B".
- xii) The bidder shall furnish a certificate that they have not been deregistered/debarred/blacklisted for any product or constituent of the product as per proforma enclosed in section VIII.
 - xiii) Current ITCC /PAN may be enclosed/ indicated along with the bid.
 - xiv) The bidder must indicate in the Techno-commercial bid specifying the schedule(s) & item(s) for which they have quoted and accordingly they must also furnish bid security appearing in Schedule of Requirement (Section-V of Bid document) specifying individual schedules for which the bid security has been offered & quoted in the price schedule, failing which such bids will be taken as ambiguous and rejected summarily.
 - xv) The documents establishing the bidder's qualification as per the Section VII, Qualification Criteria of the bid document.
 - xvi) Deleted.
 - xvii) Performance certificates from the user departments for the items quoted.
 - xviii) The bidder must certify that the rates quoted by them shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
 - xix) A certificate to the effect that the bidder has understood the terms and conditions of the bid document and has found no ambiguity hindrance for participation in the bidding process; and as per Proforma enclosed in section VIII
 - xx) A checklist is attached at the end of this document (Section X) which must be duly filled up and signed as a token of having furnished all relevant information correctly
- b) **Price Bid:** The information given at Sr. No.5 (a) (ii) and (x) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum prices as per description given at Clause No.6.

N.B.

1. All pages of the Bid should be page numbered and indexed.
2. It is the responsibility of bidder to go through the Bid document to ensure furnishing all required documents in addition to above, if any.

6.1 BID PRICE:

6.1(a) The Price bid for each item(s)/schedule(s) to be commensurate with scope of supply indicated under each item(s)/Schedule(s) and should indicate all inclusive lump sum price offered for each item(s)/Schedule(s) including cost of the stores, freight, transit insurance, packing & forwarding, Sales Tax, Excise duty (subject to the provision in clause 6.7 as herein after stated), Inspection/ Inspection certificate charges etc. The all inclusive lump sum price should be on the basis of free delivery at consignees place for the above and inclusive of all charges stated herein above. The prices are to be kept valid for acceptance up to 90 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices should be given both in figures and words. 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. Sales Tax whichever amount is applicable; will be incorporated in the above all inclusive lump sum price.

6.1 (b) **Offer for Imported Origin Finished Goods:**

Offers for Imported origin finished goods shall clearly indicate firm, "All inclusive lump sum price" calculated in equivalent Indian Rupees and giving break up of as FOB (Free on Board), Marine Insurance, C&F (Cost including Freight), Custom duty & Custom clearance charges etc,

local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc., and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable. Neither CDEC (Custom Duty Exemption Certificate) or any other certificate namely sales tax or excise duty exemption certificate etc. will be issued by the purchaser nor any liability on any account whatsoever will be admissible.

The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

- 6.1(c) **Bid Currency** - The Prices shall be quoted in Indian Rupees.
- 6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for every individual Schedule(s)
- 6.3 The bidder shall indicate on the Price Schedule provided under Section VIII all the specified components of prices shown therein including the unit prices and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder.
- 6.4 If there is more than one schedule in the List of Requirements, the bidder has the option to submit its quotation for any one or more schedules covering every individual items of the schedule in full quantity and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 6.5 The quoted prices for goods offered are to be indicated separately in the applicable Price Schedules attached under Section VII.
- 6.6 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance
- 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 goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in Schedule of Requirements and Price Schedule;
- 6.7 Additional information and instruction on Duties and Taxes:
- 6.7.1 If the Bidder 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.
- 6.7.2 Excise Duty
- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices

quoted are firm and final and no claim on account of excise duty will be entertained after the opening of bids.

- b) If a bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that bid.
- c) Subject to sub clauses (a) & (b) 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.

6.7.3 Sales Tax:

If a bidder asks for sales tax/ VAT 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 and 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.

6.7.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

- 6.8 Bids where prices are quoted in any other way shall be treated as non -responsive and rejected.

N.B. The bidder must ensure that full quantities of all the individual items of a schedule are quoted with their respective item-wise prices .

Separate schedules should have separate price schedule sheet and need be put in separate envelop. However, all such schedule-wise price bid envelops must be put into a single larger envelops duly super-scribed as **Price Bid** and with respective schedule no. on it.

Price evaluation shall be made on the basis of schedule-wise total lumpsum price all inclusive and free delivery at the consignee site

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

a) Deleted.

b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualification criteria stipulated in Section VII, to satisfactorily perform the contract, if awarded. In support of this, data on past performance should be submitted as per performance of performance statement in Sec VIII.;

c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

7.3 Techno Commercial Bid and Price Bid should be complete in all respects without any ambiguity. Techno Commercial Bid incomplete in any respect will be rejected without further reference to the bidder and their Price Bid will be unopened.

7.4 No conditional bid will be entertained/ considered.

8. **DOCUMENT ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.

8.2 The documentary evidence of the Good's and Service's conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:

a) a detailed description of the Goods essential technical and performance characteristics:

b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

8.3 For purpose of the commentary to be furnished pursuant to clause 8.2 (b) above, the Bidder shall note that standards for workmanship, material and equipment/instrument, and reference to brand names or equipment/instrument, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

8.4 If a bidder furnishes wrong and/or misleading data, statements etc. about the technical acceptability of goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

9. **BID SECURITY**

- 9.1 The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in the schedule of Requirements, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB. The Bidders who are currently registered and also will continue to remain registered during the bid validity period with Directorate General of Supplies & Disposals (DGS&D) or with National Small Scale Industries Corporation (NSIC), New Delhi for the specific goods as per bidding specification shall be eligible for exemption from payment of the Bid Security as per extant Government rules/ Procedures on the subject
- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 9.7.
- 9.3 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s HLL Lifecare Ltd., payable at New Delhi from a scheduled bank or Bank Guarantees (in the prescribed proforma given in the Section VIII issued by any of the scheduled banks). When bid security is furnished by the bidder in the prescribed format of bank guarantee as per section VIII of the bid document the validity of the bank guarantee must be 45 days beyond the validity of bids i.e 135 days from the opening of techno-commercial bids.
- 9.4 Any Bid not secured in accordance with Para 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the Techno-commercial/Technical bid & price bid will be treated as invalid.**
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible after the expiration of the period of Bid Validity prescribed by the purchaser pursuant to clause 10 but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.
- 9.6 The successful Bidder's Bid Security will be discharged/returned upon the Bidders furnishing the Performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
 - (b) Any information furnished in the performance Statement/Certificate or user's certificate, if proved to be false or incorrect, the bid security furnished will be forfeited
- Or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - i) to sign the contract in accordance with Clause 23;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) If the bidder does not accept an error correction pursuant to clause 17.2
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. **A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.**

- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable or fax. The Bid Security provided under clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its bid.
- 10.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day

11. PREPARATION AND SIGNING OF BID:

- 11.1 The Bidder shall prepare single stage Two part bids, i.e., (a) Techno Commercial/ Technical Bid (unpriced) in duplicate and (b) Price Bid in duplicate clearly marked as 'original' and 'copy' and in addition shall enclose bid security in a single separate envelope. In case of discrepancy between the original and copy the original shall govern.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.
- 11.3 The Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

12 SUBMISSION OF BIDS.

12.1 SEALING AND MARKING OF BIDS:

The Bidders shall seal the original and copy of the bids in 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.

12.2 The inner and outer envelopes shall be:

- (a) Addressed to HEAD (P & CD), M/s HLL LIFECARE Ltd, B-14A, Sector-62, Noida- 201 307, India.
- (b) Bear (the Project name), the IFB reference, and the words "DO NOT OPEN BEFORE (Insert the time and date of bid opening)

- 12.3 If the inner envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

12.5 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late

12.6 **Telex, Cable, facsimile bids etc. will be rejected.**

12.7 Deleted

DEADLINE FOR SUBMISSION OF BIDS i.e., TECHNO – COMMERCIAL / TECHNICAL (UNPRICED) AND PRICE BID INCLUDING BID SECURITY

13.1 As indicated in the IFB.

13.2 Bids sent by post should be preferably sent by Registered Post with Acknowledgement Due. **Bids duly sealed** must be received by the Purchaser at the address specified on the date and time as mentioned in the "IFB". Bids will be opened in the presence of Bidder's authorized representatives who choose to attend. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

14 LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS

14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected. Such late bids will be returned to the respective bidders unopened immediately after the Techno Commercial Bid Opening

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.4 No bid may be modified subsequent to the deadline for submission of bids.

14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7, **besides rejection of the bid.**

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno-commercial/Technical bid only, in the presence of Bidder's representatives who choose to attend, in the HLL Lifecare Ltd. Office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of Authority from their principals to attend the Bid opening.
- 15.2 The Bidder's names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial/Technical bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders. Price bids of others will be returned to them unopened.
- 15.4 **Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances.** Withdrawn bids shall be returned unopened to the bidders.

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received have to be all in writing and no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids 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 Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning , Performance Security (GCC Clause 6), Warranty (GCC Clause 25), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24), will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

- 17.5 The following are some of the important aspects, for which a Bid shall be declared non-responsive and will be summarily ignored if, ;
- (i) Bid form as per Section VIII (signed and stamped) not enclosed
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.
 - (iv) Required Bid Security have not been provided.
 - (v) Bidder has quoted for equipment manufactured by other manufacturer(s) without the required Manufacturer's Authorisation as per Format given in Section VIII.
 - (vi) Deleted.
 - (vii) Goods offered are not meeting the bid enquiry specification.
 - (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the bid enquiry like terms of payment, liquidated damages clause, warranty clause, Terms of delivery, Delivery period clause, dispute resolution mechanism applicable law & Jurisdiction (Clause 26 of GCC).
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Bidder is not eligible as per ITB Clauses 7
 - (xii) Bidder has not quoted for the entire quantity/items for the quoted Schedule(s) as specified in the List of Requirements
 - (xiii) Deleted.
 - (xiv) Bids do not meet the qualification criteria as prescribed in Section VII of Bidding document.

- **If a bid is not substantially responsive, it will be rejected by the purchaser.**

Minor Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

18. EVALUATION AND COMPARISON OF BIDS:

18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial/ technical evaluations followed by price bid evaluation. As per Clause 6.2.

18.2 Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, 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 bidder 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.
- b) 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
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause a) and b) above.
- d) If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

18.3 Discrepancy between original and copies of Bid

- a) In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same bid set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the bidder by register / speed post and, if the bidder does not accept the purchaser's observation, that bid will be liable to be ignored.

18.4. Qualification Criteria

- a) bids of the bidders, who do not meet the required Qualification Criteria prescribed in Section VII, will be treated as non – responsive and will not be considered further.

18.5 Deleted

18.6 Bidder's capability to perform the contract

- a) The purchaser, through the above process of bid scrutiny bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
 - The above-mentioned determination will, interalia, take into account the bidder'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 bidder in its bid as well as such other allied information as deemed appropriate by the purchaser

19. CONTACTING THE PURCHASER :

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 **Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.**

20. AWARD OF CONTRACT:

20.1 AWARD CRITERIA

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno-commercially/technically acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **VARIATION OF QUANTITIES AT TIME OF AWARD/ DURING THE CONTRACT PERIOD**

- 21.1 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 Requirement” without any change in the unit price and other terms & conditions quoted by the bidder.
- 21.2 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 contract period.

22. **PURCHASER’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or to reject any Bid and annul the Bidding process or to reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser’s action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

- 23.1 Prior to the expiry of the period of Bid Validity, the Purchaser will notify the successful Bidder by registered post/Fax/Courier that its Bid has been accepted followed by enclosing detailed order copy/Contract Form in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.
- 23.2 Upon the successful Bidder’s returning back one copy of the order within 7 days duly stamped and signed as token of acceptance of the order on the laid out terms and conditions and also furnishing Performance Security i.e., Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9 and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

- 24.1 Within 15 days of the date of notification under Clause 23, the successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of Crossed account payee demand draft drawn in favour of HLL Lifecare Ltd. Payable at New Delhi or Bank Guarantees in the prescribed proforma given in the Section VIII issued by any of the scheduled bank.. The performance security should be valid for a period of ninety (90) days from the end of delivery period for consumables and 60 days beyond the expiry of warranty period for equipment/instruments as notified in the Notification of Award.
- 24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest Bidder or call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods & Services shall be entertained after the Bid is accepted by the Purchaser.

26 **CORRUPT OR FRAUDULENT PRACTICES**

- Bidders/Suppliers/Contractors are required to observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, the Purchaser
 - (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
 - (ii) “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 bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the purchaser of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the Bidder recommend for award has engaged in corrupt or fraudulent practices in competing for contract in question.
- I will declare a firm ineligible ,either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated:

- a) “The contract” (or “this contract”) means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein AND INCLUDES THE Instructions to Bidders (ITB).
- b) “The Contract Price / All inclusive lump sum Price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c) “The Goods” means all of the equipment/Instruments/consumables, machinery and/or other materials which the Supplier is required to supply to the Purchaser under the contract;
- d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e) “The Purchaser” means the organization purchasing the Goods i.e., HLL Lifecare Ltd. On behalf of it’s clients.
- f) “The Supplier” means the individual or firm supplying the Goods and services under this contract and includes its successors or assignees; and
- g) “Consignee” means where the Goods/services are required to be delivered at the destination.

2. APPLICATION:

2.1 The General “Conditions” shall apply to the extent they are not superseded by provisions in other parts of the contract.

3. STANDARDS

3.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any documents or information enumerated in clause 4.1 except for purposes of performing the contract.

4.3 Any document, other than the contract itself enumerated in clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS**

5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in the purchaser's country.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

6.1 Within 15 days of Notification of Award, the supplier shall furnish performance Security to the Purchaser in the amount specified ITB Clause 24.1.

6.2 The Performance Security as deposited by the Supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the Supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than an expiry of the period stated in clause 6.3.

6.3 The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/Supplier duly performs and complete the contract in all respects and presents an absolute No – Demand Certificate.

6.4 In the event of any contract amendment the supplier shall within 15 days of such amendment furnish the amendment to the performance security rendering the same valid for the contract as amended.

7. **INSPECTION AND TESTS**

7.1 The Purchaser or its representatives including consignees shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The purchaser may notify the Supplier in writing of the identity of any representatives retained for these purposes, if any. 100% accuracy check for the equipment/instruments shall be conducted by the purchaser before issue of acceptance certificate for the consignment/ equipment/ instruments

7.2 The inspections and tests may be conducted on the premises/godowns of the Supplier prior to dispatch of Goods or at the point of delivery and/or at the Good's final destination. Where conducted on the premises/go downs of the Supplier, all reasonable facilities and assistance, including access to drawings and production data-shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser within a period of 10 days of intimating such rejection.

- The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's delivery to the Consignee shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Good's shipment.

7.5 Nothing in clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

7.6 Deleted

7.7 The following inspection and sampling procedure shall be followed by the Purchaser or his representative while Inspection is carried out at supplier's premises / warehouse.

- a) The entire quantity against each item of the Contract should be offered for Inspection and sampling preferably in one lot and in no case exceeding two lots.
- b) Three sets of samples of required quantity shall be drawn at random from each batch of product offered for inspection by the Purchaser's inspector at manufacturer's premises and sealed before dispatch.
- c) One set of sealed samples will be sent to an independent laboratory approved by the purchaser for conducting the required test as per specifications and give a report within 3 weeks to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector of Purchasing Agency.
- d) The sample retained with manufacturer & purchaser will be retained till the shelf life of the item.
- e) Inspection note will be issued by the inspecting authority of Purchasing Agency on the basis of test report, accepting or rejecting the batch as the case may be.
- f) The goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.
- g) The samples drawn from each batch at the time of sampling have to be replenished by the supplier from the respective batches at no extra cost to the Purchaser.
- h) Inspection of all the quantities supplied will be made
- i) There shall be a 100% inspection and testing of the equipment/instruments at the site of consignee.

8 PACKING

8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. All primary packaging containers which come in contact with the pharmaceuticals content shall strictly conform to the specifications included in the relevant pharmacopoeia to protect the quality and integrity of the goods.

- The packing, marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- a) a packaging note quoting the name of the Purchaser
- b) the number and date of Notification of Award
- c) nomenclature of the goods
- d) consignee's name and full address
- e) supplier's name and address and
- f) Schedule of parts for each complete equipment/instrument giving part number with reference to assembly.

8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & Insecure packing and shall arrange for prompt replacement.

- In addition to the above, the packing and marking will be complied as indicated in schedule of requirement and technical specifications.

9 DELIVERY

- 9.5 Delivery of the Goods shall be made by the Supplier within the period stipulated in the Schedule of Requirements and consequently stipulated in the resultant Award/contract.
- 9.6 Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of shipment including contract number, Lorry Receipt/Goods Receipt number and date, description of Goods, quantity, consignee etc.
- (i) 3 copies of the supplier's invoice showing a description of the goods, quantity, unit price, total amount having purchase order reference no.
 - Format for Acknowledgement of receipt of Goods from the consignee(s);
 - (iii) Copy of Insurance certificate;
 - (iv) supplier's/manufacturer's warranty;
 - Inspection certificate issued by the nominated inspection agency and the supplier's/manufacturer's factory inspection report; and
 - (vi) Certificate of origin for items where the country of Origin is other than India.
 - (vii) Internal Quality assurance certificate issued by the manufacturer.

10. INSURANCE

- 10.1 The Goods supplied under the contract, shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site.
- 10.2 For delivery of goods to site, the insurance shall be obtained by the supplier in an amount equal to 110% of ex-works value of goods from "Warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, etc. In any event the Goods are at the suppliers risk until delivery to sites.

11. TRANSPORTATION

To be arranged by the supplier up to consignee's end duly insured.

12. PAYMENT

Both for Indian origin goods and for import origin finished goods. To be read in conjunction with clause 6.0 of ITB.

- 12.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support thereof satisfactory installation duly certified by authorized personnel of consignees, shall accompany for release of balance payment.
- 12.2 (i) 90% of the invoice value will be made on receipt of documentary proof of the invoiced goods as per the consignee receipt certificate provided in Section VIII.
- (ii) Balance 10% payment will be made on receipt of documentary proof of receipt of the invoiced goods as per the Acceptance certificate provided in Section VIII.

13. PRICES

- 13.1 Prices charged by the Supplier for Goods delivered and services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

14. DELAYS IN THE SUPPLIERS PERFORMANCE

- 14.1 The time and date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.

- 14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during the performance of the Contract, the Supplier or its sub-Suppliers(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.
- 14.5 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 15 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 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.
 - 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 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.
- 14.6 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 dispatch. 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. In the event the goods are accepted by the consignee after the expiry of the delivery period, the right of the purchaser to levy liquidated damages on delayed supplies will not be forfeited.
- 14.7 **Passing of Property**
- 14.7.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
 - 14.7.2 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser

15. LIQUIDATED DAMAGES

- 15.1 Subject to force-majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, or extended under Clause 14.4, the Purchaser shall without prejudice to its other remedies under the contract deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.5 percent of the price of the delayed Goods or

unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10 (ten) percent of the contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

16. TERMINATION FOR DEFAULT

- 16.1 The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to Clause 14, or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. FORCE MAJEURE

- 17.1 Notwithstanding these provisions of Clause 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the supplier's fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

18. TERMINATION FOR INSOLVENCY

- 18.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes a bankrupt or otherwise insolvent (which events shall of themselves be a breach of the Contract on the part of the Supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. TERMINATION FOR CONVENIENCE

- 19.1 The Purchaser may, by a written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- 19.2 The goods that are complete and ready for shipment within 30 (thirty) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices;
and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20 RESOLUTION OF DISPUTE

- 20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, the parties fail to resolve their dispute or difference by such mutual consultation within thirty 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 Chairman & Managing Director of HLL Lifecare Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-).
- 20.3 Venue of Arbitration shall be at New Delhi.

21. GOVERNING LANGUAGE:

- 21.1 The Contract shall be written in the language of the Bid (English Language), as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. APPLICABLE LAW

- 22.1 The Contract shall be interpreted in accordance with the laws of Union of India.

23. NOTICES

- 23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for the purpose in the Special Conditions of Contract.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. TAXES AND DUTIES

- 24.1 Supplier shall be entirely responsible for all taxes, stamp duties, license fees, Octroi, Road Permits etc. incurred until delivery of the contracted Goods to the Purchaser. However, purchaser/consignee shall arrange road permits from the respective state authorities on receipt of written request from the supplier. It is the responsibility of the supplier to ensure timely collection and safe custody of such transit documents from purchaser/consignee to avoid any delay in supply.

25. WARRANTY

A. Pharmaceuticals/Consumables

- i) The supplier warrants that the Goods supplied under this Contract will have remaining a minimum of five-sixths of the specified shelf life at the time of delivery, have 'overages' within the ranges set forth in the Technical Specifications and are not subject to recall by the applicable regulatory authority due to unacceptable quality or on adverse

pharmaceutical reaction, and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the contract. In the event any of the goods are recalled, the Supplier shall notify the Purchaser within 14 days.

- ii) This warranty shall remain valid for the period as mentioned in the Technical Specification(Section VI-A) after the Goods have been delivered to the final destination indicated in the Contract.
- iii) Losses due to premature deterioration due to biological and other activities during the life potency will be made good by the firm at their cost at the consignee's site.
- iv) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- v) Upon receipt of such notice, the Supplier shall, replace the defective Goods without cost to the Purchaser within seven days . The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered. In the event of any replacement of defective goods during warranty period, the warranty for the replaced goods shall be extended to a further period up to the warranty period as mentioned in clause (ii) above.
- vi) If the Supplier having been notified fails to replace the defective Goods as in (v) above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The compensation for non rectification will be applicable as per bid conditions mentioned in clause no 15.

B. Equipments/Instruments

- (i) The supplier warrants comprehensively 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 further warrants 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.
- (ii) This warranty shall remain valid for 1 (One) year after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
 - a. No conditional warranty will be acceptable.
 - b. Warranty will be inclusive of all accessories and it will also cover all wearable & non wearable components.
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - e. The bidder should submit the list of service network centers in India with contact details and address in the bid .
- (iii) In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier by email/fax/courier. Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the destination within a week time. 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. In the event of any replacement of defective goods during warranty period, the warranty for the replaced goods shall be extended to a further period up to the warranty period as mentioned in clause (ii) above

- vi) If the Supplier having been notified fails to replace the defective Goods as in (iii) above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The compensation for non rectification will be applicable as per bid conditions mentioned in clause no 15.

26. JURISDICTION:

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at New Delhi only.

27. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over the General Conditions of contract.

1. Performance security

The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/Supplier duly performs and complete the contract in all respects and presents an absolute No-Demand Certificate..

2. Insurance:

For delivery of goods at site, the insurance including transit insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war, risks strikes, erection, storage etc. In any event the Goods are at the Supplier’s risk until delivery to site.

3. Imports (where applicable)

For Import origin finished goods (as specified in the bid document) the supplier or the Indian agent shall have to arrange at his own cost, all import / custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

4. Qualification Criteria (QC):

Bidders must satisfy the minimum requirement of **Qualification Criteria (QC)**as specified in Section VII..

5. Performance Statement:

Bidders should give performance statement for last 3 years, as per Format given in section VIII, of orders for same and/or similar items satisfactorily executed.

6. Bid Form:

Signed Bid Form to be submitted by all bidders as per format attached at Section VIII.

7. Miscellaneous:

- Bidders have to purchase only one set of bid document for all the item(s)/ Schedule(s) under a bid number. The bidder is free to quote for all or any of the item(s)/Schedule(s).

SECTION V

SCHEDULE OF REQUIREMENTS (SOR)

Sch- No.	Item No.	Brief description of Item	Unit	Qty.	Bid Security
1	i	BP Apparatus	Nos.	672	Rs. 128000
	ii	Alkaline battery compatible for BP apparatus	Nos.	134124	
		Or equivalent qty. (of Alkaline battery)	Nos.		
		Lithium Battery compatible to BP instrument	Nos.		
		Or equivalent qty. (of Alkaline battery) Ni-Cd battery compatible to BP instrument	Nos.		

Note: -

- 1) **Terms of Delivery** – Free delivery at the consignees end i.e. freight and all other levies pre paid up to destination at consignees end.
- 2) **Delivery period:**
 For all items to the consignee “A” delivery should be completed within 30 days from the date of placement of order.

 For all items to the consignee “B” delivery should be completed within 60 days from the date of placement of order.
- 3) Consignee list is as enclosed at Section IX.

SECTION VI (A)

GENERAL TECHNICAL SPECIFICATIONS (GTS)

1. Product and Package specifications

- 1.1 The required packing standards and labeling must meet the latest requirements of the Good manufacturing Practices (GMP) standards in all respects.
- 1.2 Deleted
- 1.3 Deleted
- 1.4 All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.
- 1.5 Pharmaceuticals requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to final destinations.
- 1.6 Upon award, the successful supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific Goods the purchase may request.
- 1.7 The bidder should submit the list of service network centers in India with contact details and address in the bid .

2. Labeling Instructions

- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:
 - a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
 - b) Deleted
 - c) Deleted
 - d) Deleted
 - e) the Purchaser's logo and code number and any specific color coding if required;
 - f) content per pack;
 - g) instructions for use
 - h) special storage requirements
 - i) batch number
 - j) date of manufacture and date of expiry (in clear language, not code);
 - k) name and address of manufacture;
 - l) any additional cautionary statement.
- 2.2 The outer case or carton should also display the above information.

3. Case Identification

- 3.1 All cases should prominently indicate the following:
 - a) Purchaser's line and code numbers;
 - b) the generic name of the product;

- c) the dosage for (tablet, ampoule, syrup);
- d) date of manufacture and expiry (in clear language, not code);
- e) batch number;
- f) quantity per case;
- g) special instructions for storage;
- h) name and address of manufacture;
- i) any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. **Unique Identifiers:**

4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets, and ampoules and this will be in the Technical specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of Contract award.

5. **Standards of quality Control for supply**

5.1 The successful supplier will be required to furnish to the Purchaser:

- (a) With each consignment, and for each item a certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests, as applicable to the product being supplied and the manufacturer's certificate of analysis;
- (b) Assay methodology of any or all tests if requested.
- (c) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals upon request.
- (d) Evidence of basis for expiration date and other stability data concerning the commercial final package upon request.

5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

6. **Special Instructions/Requirements:**

- (a) Deleted
- (b) Deleted
- (c) Deleted
- (d) Deleted
- (e) **RECALLS**

If products are recalled because of problems with product quality or adverse reactions to the pharmaceutical, the Supplier will be obligated to notify the Procurement Agency, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals or vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

- (f) **Final (outer) Packing**

The bidders/suppliers are free to design box specification of appropriate standard required in the trade. Stores shall be securely packed to avoid loss or damage during transit by rail/road and each outer carton containing the packed drugs/medicines will be marked on three sides with proper paint / indelible ink, the following:

- (i) Project/Programme
- (ii) HLL Purchase Order No.
- (iii) Supplier's Name and
- (iv) Packing list reference number
- (g) Deleted
- (h) Deleted

- (i) Failure to meet any one of the above requirements will render the bid non-responsive and is liable for rejection.

TECHNICAL SPECIFICATIONS
SECTION VI (B)

Schedule-01

Sl. No.	Item Name	Specification
i.	BP Apparatus (E)	<ul style="list-style-type: none"> • Digital Blood Pressure monitor approved by European Society of Hypertension (ESH)/ British Hypertension Society (BSH) including electric safety requirements as per relevant standards <p><u>or</u></p> <p>any model of automated digital BP apparatus for which clinical validation procedure recommended by the BHS/ESH was used and the results have been published in a peer reviewed journal by a person who is not connected with the manufacturer as had been clearly stated in the conflict of interest and the paper is provided along with the model</p> <ul style="list-style-type: none"> • Measuring Method: Oscillometric principle • LCD Digital Display • Measuring Range – Pressure: 40-240 mm Hg, Pulse: 40-199 beats/min • Expected Instrument Accuracy: Systolic Blood pressure ± 5 mm of Hg; Diastolic Blood Pressure ± 3 mm Hg, Pulse rate $\pm 5\%$ of reading • Cuff Size: Normal • Dimensions main unit Handy and compact • Alkaline/Lithium /NiCD Battery operated • Power savings: Automatic power off if system is idle for 3 minutes
ii.	Alkaline/ Lithium Battery (C)/ Ni-cd Battery	<ul style="list-style-type: none"> • Alkaline/Lithium /NiCD Battery(C) Compatible with Digital BP Apparatus • In case Alkaline battery is proposed: <ul style="list-style-type: none"> ○ 4 No AA batteries with minimum life for 300 readings • In case lithium battery is proposed the battery life should at least extend for 600 tests under field conditions • For NiCD battery: the battery life should at least extend for 600 tests under field conditions

SECTION VII

QUALIFICATION CRITERIA (QC)

(Referred to clause 7.2 (b) ITB)

1. Bidder may be a manufacturer or authorized Agent/Distributor/retailer for the offered item(s) for which the bidder needs to submit the valid sales tax registration certificate.
2. Bidder should have average annual turnover of not less than Rs. 100 Lakhs of same/similar goods during last three years prior to the date of bid opening. In support of this, bidder shall furnish their balance sheet duly certified by Chartered Accountant.
3. Deleted
4. Bidder should have successfully completed or substantially completed at least one contract of same or similar products as specified in the Schedule of Requirements within last 3 years from the date of the bid opening. In support of what is mentioned in the performance statement, purchase order copy and purchaser/consignee/end user certificate has to be enclosed certifying that order has been successfully completed and item supplied is working satisfactorily. (This will be verified from the performance statement to be submitted as per proforma given in section VIII.)

Miscellaneous:

- (i) Bidder can not offer for part schedule. Bidder must quote for full quantity of an item/schedule including the sub-schedules as mentioned in Schedule of Requirements.
- (ii) In support of 2 (a) the Bidder shall furnish Performance statement in the enclosed Proforma 'A'.
- (iii) The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Bidder shall also furnish details of Equipment/instrument and Quality Control in the enclosed Section VIII.
- (iv) Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's/manufacture's capability and capacity to perform the contract satisfactorily before deciding on award of contract(s), should circumstances warrant such an assessment in the overall interest of the Purchaser.

SECTION VIII

PROFORMA-SAMPLE FORMS

BID FORM

To

Date:

The HEAD (P&CD)
HLL Lifecare Ltd.
B-14 A, Sector-62,
Noida-201307.
Ph:-0120-4071500
Fax: 0120-4071513/579

IFB No.:

Dear Sir,

We, the undersigned have examined the above mentioned Bid 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 for the sum of _____ (total Bid amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this bid.

If our bid 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 bid is accepted, we shall provide you with a performance security of 10% of the contract price in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section - IV – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the ITB clause 10, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred bid 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 bid document, including amendment/ corrigendum if any

Dated this.....day of....., 2012

Signature with date

in the capacity of (insert title or position)

Duly authorized to sign this Bid for and on behalf of
(Insert: name of the bidder)

Full business address of the bidder

PRICE SCHEDULE

1	2	3	4	5	6				7	8	9	10
Item No.	Item Description	Country Of origin	Accounting Unit	Qty.	Price for each unit				Total price for each unit	Total Price	Sales tax payable if the contract is awarded	Final Bid price
					Ex-factory Ex-warehouse Ex-showroom Off-the-shelf	Excise Duty, If any	Packing & Forwarding	Inland Transportation, Insurance & other local costs incidental to delivery				
					(a)	(b)	(c)	(d)	(a+b+c+d)	5x6		8+9
1												
2												

Final Bid price :
Currency :
In Figures :
In Words :

Note:

- a. In case of discrepancy between unit price and total price that is obtained by multiplying the unit price & quantity the unit price shall prevail.
- b. In case of discrepancy between the amount in words and figures the amount in words will prevail.

Signature of Bidder
Name of Bidder
Business Address

Place:
Date :

CONTRACT FORM

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

BETWEEN

[Insert: Name of Purchaser], a [insert: description of type of legal entity], for example, an agency of the Ministry of.....of Government of [insert: country of Purchaser], or corporation incorporated under the laws of [insert: country of Purchaser], and having its principal place of business at [insert: address of Purchaser], (hereinafter called "the Purchaser"), and

[Insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier], (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz, [insert: brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in the words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Condition of Contract
 - (c) General Condition of Contract
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Purchaser's Notification of Award
 - (h) [Add here: any other documents]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

SI NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

For and on behalf of the Purchaser

Signed: _____
 in the capacity of [insert: title or other appropriate designation]
 in the presence of _____

For and on behalf of the Supplier

Signed: _____
 in the capacity of [insert: title or other appropriate designation]

In the presence of _____

CONTRACT AGREEMENT

Date the [insert: number] day of [insert: month], [insert: year]

BETWEEN

[Insert: name of Purchaser], "the Purchaser"

and

[Insert: name of Supplier], "the Supplier"

BID SECURITY FORM (BANK GUARANTEE)

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

KNOW ALL MEN by these presents that we ofhaving registered office at.....(hereinafter called "the bank") are bound unto the HLL Lifecare Ltd. (hereinafter called "the purchaser") in the sum of.....for which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this.....day of20___.

THE CONDITIONS of this 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 any one 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

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The HEAD (P&CD)
HLL Lifecare Ltd.
B-14 A, Sector-62,
Noida-201307.
Ph:-0120-4071500
Fax: 0120-4071513/579

WHEREAS(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....2012 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 hereby 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 hereby 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 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 hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for up to 90/60 days from the completion of contractual obligations by the supplier.

Signature and seal of the guarantor

Place
Date

PROFORMA 'B'

(Proforma for equipment /instrument/consumables and quality control employed by the manufacturer(s))

IFB No.

Date of opening

Time

Name and address of the bidder:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for normal maximum

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

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

Signature and seal of the bidder

Performance Statement

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

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

This performance statement is affirmed by an affidavit on a non-judicial stamp paper of Rs. 50/- in the format given, is attached herewith separately.

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.

FORMAT FOR AFFIDAVIT

I,(name)....., S/o....., at present residing at (Address)....., (Designation)....., (Organization)....., is duly authorized to sign the bid against IFB No., do solemnly affirm & declare that the information given in the bid documents including performance statement with the client's certificate of satisfaction submitted as part of the quotation against IFB No. due to open on(Date)..... is correct & true to the best of my knowledge and belief .

Deponent
(Name & seal)

Date:.....

Notorised with seal

MANUFACTURER'S AUTHORISATION FORM

No. _____

dated _____

To

The HEAD (P&CD)
HLL Lifecare Ltd.
B-14 A, Sector-62,
Noida-201307.
Ph:-0120-4071500
Fax: 0120-4071513/579

Dear Sirs,

Reference: IFB No.

We,, who are established and reputable manufactures of....., having factories at..... (Address of factory) do hereby authorize M/s..... (Name and address of agent) to submit a bid, and sign the contract with you against the above IFB.

No company or firm or individual other than M/s are authorized to bid, and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods and Services offered by the above firm against this IFB.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

CONSIGNEE RECEIPT CERTIFICATE

Received intact the entire material in full and good condition and the goods have been taken into account entering in the stock register. The details are certified as under;

1. HLL Order No. and date : _____
2. Name of supplier : _____
3. Name of Item & Quantity : _____
4. Lorry Receipt No. & date : _____
5. Supplier's Invoice/Challan no. & date : _____
6. Date of receipt of Goods : _____

**CONSIGNEE'S SIGNATURE WITH SEAL,
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

Acceptance Certificate

1. HLL Order No. and date : _____
2. Name of supplier : _____
3. Name of the item received in full and good condition (in units) with quantity and Batch number as under :

<u>Item</u>	<u>Quantity</u>	<u>Corresponding Batch Number(s)</u>
--------------------	------------------------	---

**CONSIGNEE'S SIGNATURE WITH SEAL,
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

CERTIFICATE
(To be submitted by the bidder in Company's letter head)

To _____
(Name of the purchaser)

Sub : Certificate regarding de-registration/debarred/
blacklisted/banning/suspended for business etc.

Ref. : IFB No..... due on

We certify that we have not been de-registered or debarred or blacklisted or banned/suspended for business for any product or constituent of the product we have quoted, by Medical Stores Organization (MSO)/GMSD, Director General of Health Services, Ministry of Health & Family Welfare, GOI, New Delhi/Drugs Controller, till the due date of submission of bid as specified in the subject Bid. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders (ITB) and the Purchaser shall be entitled to reject our Bid and forfeit the Bid Security for the product quoted, submitted by us against this IFB.

We have also noted that after submission of Bid and before Award of Contract, if we are deregistered or debarred or blacklisted by Medical Store Organization (MSO) of Directorate General of Health Services, Ministry of Health & Family Welfare, GOI/Drugs Controller, any other Government organization, our bid will be considered as **non-responsive**.

Date _____

Signature _____

Place _____

Print Name _____

Designation _____

Common Seal _____

UNDERTAKING FOR UNDERSTANDING OF TERMS & CONDITIONS OF TED

(To be submitted by the bidder in Company's letter head)

To

(Name of the purchaser)

Sub : Certificate regarding acceptance of terms and conditions of TED.

Ref. : Tender No. HLL/PCD/CAB-03(LTE)/12-13 due on

We certify that we have understood all the terms and conditions of above referred tender. We also have understood all details required to be furnished along with tender as read under tender enquiry.

We have found no ambiguity hindrance for participation in the bidding process.

Date _____

Signature _____

Place _____

Print Name _____

Designation _____

Common Seal _____

SECTION IX

Consignee List

Schedule No-1			
Unit		Nos.	
Item No.		i	ii
Consignee		BP Apparatus	Alkaline battery for BP apparatus
Consignee Category-A			Or equivalent qty. (of Alkaline battery) Lithium Battery/ Ni-Cd battery for BP apparatus
State	Name		
Delhi	TOT at NIHFW(IIPS)	10	40
Delhi	NIHFW(IIPS)	12	20
Delhi	NIHFW,Delhi (RGI)	72	0
Delhi	NIHFW,Delhi (RGI)	42	124
Delhi	NFI, Delhi (RGI)	43	132
Rajasthan	DMRC, Jodhpur (RGI)	18	56
Orissa	RMRC, Bhubaneswar (RGI)	17	52
MP	RMRC, Jabalpur (RGI)	25	76
Assam	RMRC, Dibrugarh (RGI)	13	40
AP	NIN, Hyderabad (RGI)	0	0
HP	RP Govt. MCH, Tanda, HP (IIPS)	31	52
Punjab	PGIMER (IIPS)	52	60
J&K	Sher e Kashmir Inst. MS (IIPS)	16	40
Gujarat	NIOH, Gujarat (IIPS)	37	120
Maha.	NIRRH, Maharashtra (IIPS)	23	80
Maha.	MGIMS, Sewagram (IIPS)	23	40
Assam	RMRC, Dibrugarh (IIPS)	26	60
Manipur	RIMS, Imphal (IIPS)	37	60
Tripura	GMC, Agartala (IIPS)	6	24
Meghal	NEIGRIHMS,Shillong (IIPS)	10	32
AP	Gandhi Med. Col. Hyd (IIPS)	29	60
Karnataka	Kasturba Med.Col. Managalore (IIPS)	19	60
Karnataka	JL Med Col, Managalore (IIPS)	19	60
Kerala	Trivandrum Med.Col.Tvm (IIPS)	20	60
TN	NIE, Chennai (IIPS)	49	100
W.B.	NICED,W.B (IIPS)	23	80
Total: Category-A		672	1528
Consignee Category-B			
Assam	A1 (RGI)		2632
	A2 (RGI)		3088
Uttar Pradesh	U1 (RGI)		5204
	U2 (RGI)		5404
	U3 (RGI)		6140

State	Name	i	ii
		BP Apparatus	Alkaline battery for BP apparatus Or equivalent qty. (of Alkaline battery) Lithium Battery/ Ni-Cd battery for BP apparatus
Uttarakhand	Ut1 (RGI)		1172
	Ut2 (RGI)		1932
Bihar	B1 (RGI)		4980
	B2 (RGI)		4120
Rajasthan	R1 (RGI)		3200
	R2 (RGI)		4240
Madhya Pradesh	M1 (RGI)		5356
	M2 (RGI)		4952
Chhatisgarh	C1 (RGI)		3812
Jharkhand	J1 (RGI)		2480
	J2 (RGI)		1824
Orissa	O1 (RGI)		3384
	O2 (RGI)		3876
J&K	Gr-1 (IIPS)		2400
HP	Gr-2 (IIPS)		2400
Punjab	Gr-3 (IIPS)		4400
Haryana	Gr-4 (IIPS)		4000
Dehli	Gr-5 (IIPS)		2800
W.B.	Gr-6 (IIPS)		4000
Guj	Gr-7 (IIPS)		4800
Maha	Gr-8 (IIPS)		6400
AP	Gr-9 (IIPS)		5200
KAR	Gr-10 (IIPS)		5200
Kerala	Gr-11 (IIPS)		3600
TN	Gr-12 (IIPS)		5600
Sikkim	Gr-13 (IIPS)		1600
Ar.P.	Gr-14 (IIPS)		3200
Manipur	Gr-15 (IIPS)		2000
Nagaland	Gr-16 (IIPS)		2000
Mizoram	Gr-17 (IIPS)		2000
Tripura	Gr-18 (IIPS)		1200
Meghalaya	Gr-19 (IIPS)		2000
Total: Category-B		0	132596
TOTAL		672	1,34,124

SECTION X

CHECKLIST

SI #	Activity	Yes/No/NA	Page No. in the bidding document	Remark
1	Have you submitted required bid fee in form Demand draft / Banker's cheque ?			
2.(a)	Have you enclosed Bid Security for required amount?			
(b)	Have you submitted Bid Security in the form of Bank Guarantee?			
(c)	If yes, have you given the validity of Bank Guarantee as per clause 9 of ITB.			
3	Have you quoted for all the items of the schedule and full quantity thereof			
4.(a)	Have you quoted as a manufacturer ?			
(b)	Have you quoted as an authorized agent?			
(c)	Have you quoted as a trader/ retailer?			
5.(a)	Have you enclosed Bid Form?			
(b)	Have you enclosed Power of Attorney in favour of the signatory?			
6	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
7.(a)	Have you enclosed copy of license(s) for the subject item(s) issued by the regulatory authority?			
(b)	Is the license for manufacture valid and if yes, have you enclosed the copy issued by the licensing authority?			
8.	Have you enclosed documents establishing eligibility for the health sector goods?			
9.(a)	Have you enclosed Clause by Clause technical compliance on the purchasers Technical specifications?			
(b)	Have you enclosed a statement of deviations and exceptions?			
9.	Have you submitted testing protocols?			
10.	Are you registered for import of goods in India?			
11	Have you submitted Manufacturing and Marketing experience as per the bid document?			
12.	Have you submitted satisfactory performance			

SI #	Activity	Yes/No/NA	Page No. in the bidding document	Remark
	certificate as per the proforma for performance statement as per the recommended in Bidding Document in respect of all executed orders?			
13.	Have you submitted GMP Certificate?			
14(a)	Is the GMP certificate valid on date of bid opening?			
(b)	If yes, have you submitted extension granted by the regulatory authority?			
15.	Have you submitted a self attested copy of certificate certifying that you have not been blacklisted and banned or debarred?			
16	Have you submitted copy of the order(s) and end user certificate for value and numbers of contracts per each schedule to demonstrate having successfully completed the same?			
17	Have you submitted a certificate regarding actual annual production duly certified by chartered accountant?			
18	Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant?			
19	Have you submitted a statement of installed manufacturing capacity?			
20	Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
21	Have you submitted a write-up on your production capabilities?			
22	Have you submitted price in the price schedule describing individual items prices in the schedule quoted and as per recommended format?			
23	Have you submitted no deviation statement?			
24	Have you confirmed that you agree with all terms and condition of the bid document?			
25	Have you kept validity of the offer as per the bid document?			
26	Have you confirmed payment terms?			
27	Have you confirmed delivery period as per bid document?			
28	Have you submitted the certificate of incorporation?			

SI #	Activity	Yes/No/NA	Page No. in the bidding document	Remark
29	Have you submitted the warranty declaration?			
30	Have you submitted the certificate/details of plant & machineries?			
31	Have you indicated your PAN/ITCC			
32	Have you submitted copies of audited financial statement for the past three years?			
33	Have you submitted your banker details?			
34	Deleted			
35	Have you furnished documents establishing your eligibility & qualification as per clause 7 of ITB?			

Signature of the Bidder with Seal

N.B. The bidder may go through the checklist and ensure that no column is vacant. If any column is not applicable, may be written as NA under the relevant column. The signature of this statement ensures the correctness of the information/ statement as above.