**Tender document for the Supply of AUTOMATED ESR Analyser on reagent rental Scheme to HLL Lifecare Ltd’s Laboratories across India.**

Tender Ref No:HLL/SD/CHO/2016-17/Tender/006



**SOURCING DIVISION**

**HLL LIFECARE LTD.**

**CORPORATE AND REGD. OFFICE**

**HLL BHAVAN, POOJAPPURA**

**THIRUVANANTHAPURAM**

**0471-2354949, Ext. 326,323,332.**

[**www.lifecarehll.com**](http://www.lifecarehll.com)

Tender Publish date: 09.09.2016

Last date of Submission of Tender: 29.09.2016, 2.00 P.M

Opening of Technical bid: 29.09.2016, 3.00 to 3.30 P.M

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**NOTICE INVITING TENDER**

**Sub: Supply of AUTOMATED ESR Analyser on reagent rental Scheme to HLL Lifecare Ltd’s Laboratories across India**

**Tender no: HLL/SD/CHO/2016-17/TENDER/006 dated : 09.09.2016**

1. **Background**

HLL Lifecare Limited (HLL) is a Government of India enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of services exists under HLL Lifecare apart from its products. Healthcare Services Division offers outsourcing partnerships to partnering institutions in the areas of diagnostic services, imaging services, laboratory services and specialist services. HLL retail Outletsoffers medicine, surgicals, consumables, implants, lenses,frames, etc. in an affordable rate to the patients.

1. **Objective**

HLL is setting up ‘HINDLABS’ in various Govt.& Non-Govt. Institutions across India as a joint initiative. The centre will provide quality Diagnostic Services - in Biochemistry, Serology, Pathology, Microbiology etc in the various Govt. & Non-Govt. institutions at an economical rate. The centre will mainly cater to the requirements of all departments of hospital even for super specialty. The centre shall procure products of various standard manufacturers/ suppliers who can provide high end lab equipment on Reagent Rental scheme, Quality Laboratory reagents and consumables at economical rate. The success of this noble venture depends on the co-operation of the manufacturer/supplier. We expect the companies to quote their best possiblerate as a special case as HLL intends to pass on maximum benefit to the patient.

Currently five Hindlabs are operating at the following locations and we will be adding more labs in Delhi and Maharashtra within couple of months.

1. Hindlabs New Delhi (CGHS Building, RK Puram)

2. Hindlabs Mumbai (ESIC)

3. Hindlabs Raipur (inside AIIMS)

4. Hindlabs Calicut (inside Medical College)

5. Hindlabs Trivandrum (Opp. TVM Medical Collage)

**HLL Lifecare Ltd,** invites sealed and super scribed quotation from Manufacturers / Authorised Distributors / Authorized Importers for Supply of AUTOMATED ESR Analyseron reagent rental scheme for existing Hindlabs laboratories and for upcoming centres across India. Eligible bidders are requested to submit their best offer along with complete technical details, commercial terms & conditions as per this tender document.

***Publishing date of bid: 09thSeptember 2016.***

***Last date of submission*** *(at theofficeof theDeputy General Manager (SD),Corporate and Regd. Office*, *HLL Bhavan, Poojappura, Thiruvananthapuram):****29th September 2016, 14.00 Hours.***

***Opening of Technical bid: 29thSeptember 2016, 15.00 to 15.30 Hours at HLL Lifecare Ltd, Poojappura Thiruvananthapuram)***

Interested applicants can participate in the bid.

HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL web site as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

**For HLL Lifecare Ltd.**

**Deputy General Manager (SD)**

**TERMS AND CONDITIONS**

1. ELIGIBILITY CRITERIA FOR BIDDERS

1. Only manufacturer/Authorised distributor/authorised importer are eligible to bid. Authorization letter from Manufacturer in favour of authorized distributor/importer to bid / negotiate / conclude the order against this tender must be enclosed with technical bid. Manufacturers have to produce copy of the valid manufacturing license along with the technical bid.
2. The tenderer should have a minimum 02 (two) years of experience for supply & successful installation of machines of similar specifications. Two recent empanelment certificate from any government or private agency (if any) or documents to prove the supplies made to government and reputed private hospitals/institutes/retailers.
3. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India.
4. Recent Non conviction certificate shall be enclosed.
5. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.

The bid will be summarily rejected in case any or all of the following;

* + - 1. The bid with conditional and ambiguous clauses
			2. The bid without EMD

The tender of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

1. **Scope of the work**

Supply and installation of AUTOMATED ESR Analyseron reagent rental model and quote the rates for Reagent, Consumables and Quality Control(QC) to Hindlabs Laboratory as per the Supply order terms and conditions and finalized rate.Equipment need to be immediately placed by the L1 bidder at Raipur, Calicut, Trivandrum, Mumbai & Delhi Hindlabs and the quantity may increase based on the upcoming labs. This tender is used to empanel the bidders for Hindlabs future projects also. The selected bidder will be considered for hindlabs future projects on mutually agreeable terms.

1. **Product Specification**

Complete product technical specifications, technical details, make, model & country of origin, illustrations, literature, printed pamphlets/leaflets etc, must accompany the quotation. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract. The original Literature or the relevant part of the user/service manual should be attached as proof. The equipment specification is given in **Annexure-1.**

1. **Rate:**

4.1 Parties have to quote the reagent rental basis as per the following criteria. Party have to

 quote the rates for reagent, Consumables and all inclusive CPRT rate.

4.2. Prices quoted should be **‘Firm & final’** for free delivery of reagents and calibrators at the sites, mentioning the quantity, unit price, total amount and applicable taxes etc clearly as per the price schedule enclosed in Annexure-10

4.3. The prices quoted shall be valid for a period of 5 years from the date of signing of MOU.

4.4. The bids will be evaluated by taking the total amount quoted for all the items except QC in the bid.

4.5 Party have to quote the rate considering the number of existing laboratories, and upcoming centres across India.

1. **Validity:**

The quoted rates must be valid for a period of Sixty months from the date of notice of award. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**6. Ethical Standard**

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

 For the purposes of this provision, the terms set forth below are defined as follows:

1. Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
2. Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition

**7. Non Moving & Expiry** – Party have to take back nonmoving and near expiry products within mutually agreed time frame if any and issue credit note for equivalent purchase.

**8. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

**9. Clarification of Bidding Documents**

1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
2. During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

**10. Amendment of bidding documents**

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.
2. The amendment will not be notified in writing or fax or telegram or e-mail to all prospective Bidders, who have purchased the Bidding Documents and will be binding on them.

**Preparation of Bids**

**11. Language of Bid**

All correspondence and documents related to the bid shall be in English.

**12.** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two, price quoted in words shall be considered.

**13. Bid Form and Earnest Money Deposit(EMD)**

13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

13.2 Bidder shall furnish, as part of its bid, EMD as mentioned below

|  |  |
| --- | --- |
| **EMD Amount** | **Validity** |
| Rs 10,000/- | For Three months from the date of opening of Technical Bid. |

13.3 The EMD is required to protect the Purchaser against the risk of Bidder’s conduct which would warrant the security's forfeiture.

13.4 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -

(a) a bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Annexure-08 or another form acceptable to the Purchaser

(b) Account payee Demand Draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

13.5 Any bid not secured in accordance with Clauses 13.1 and 13.2 will be rejected by the Purchaser as non-responsive.

13.6 Unsuccessful bidder's EMD’s will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed bythe Purchaser.

13.7 The EMD may be forfeited: -

(a) If a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(ii) does not accept the correction of errors.

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

(i) to sign the contract in accordance with Clause 43.

 13.8 **Security Deposit**

 Security Deposit shall be submitted by the L1 bidder within 15 days of award of

 Contract. INR. 25,000.00 (Rupees Twenty-Five Thousand Only) in the form of a

Demand Draft drawn in favor of "HLL LIFECARE LIMITED THIRUVANANTHAPURAM" of any Nationalized /Scheduled bank payable at Thiruvananthapuram or Bank Guarantee for equivalent amount shall be submitted as security deposit for each location and the security deposit shall be valid till the completion of the contract. For one location the EMD can be treated as Security deposit.

**14. Financial Bid**

The Bid Price Schedule must be prepared in accordance with the instructions specified below:

* Parties have to quote the price in accordance with Annexure-10
* Parties have to quote the prices for reagent, consumables and QC.
* The total price (Grand Total of column A7 in the Annexure –10) shall only be considered for evaluation of bids.

**15. Fixed prices:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Sixty months (can be extendable) from the award of contract and not subject to any variations on any account during this period.

**16. Parallel rate contracts:** HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

**17. In case of Default:** The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

**18. Risk purchase:** If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to recover the same from the performance security if the supplier does not make the payment*.*

**19. Inspection:** The supplier should submit the internal lab reports for the supplies made to HLL in case HLL requests for the same. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier(pre-dispatch inspection) .Purchaser reserves the right to carry out facility audit as part of supplier qualification.

**20. Shelf Life:** The supplies of reagents, consumables, QC etc. should be from fresh stock only. Products should have minimum 2/3rd shelf life at the time of receipt at HLL outlet.

**21. Indemnity:** The supplier agrees to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of drugs.

**22. Short supply:** If any shortages in sealed boxes are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its F.O.R. value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent F.O.R. value corresponding to quantity found short**.**

**23. Flexibility of prices:** The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

**24. Submission of invoice**: Invoice/ bills shall be raised in the name of “Hindlabs address mentioned in the purchase Order” and the same shall be submitted to the Centre in charge.

**25. Delivery & Installation of Goods**

25.1. Delivery of the Goods shall be made by the Supplier as per purchase Order term during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , 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, with or without penalty.

25.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

25.3. If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to Penalty @ 0.5% per week’s delay subject to a maximum of 5% is applicable for delayed delivery.

25.4. Satisfactory installation/commissioning and hand over of the equipment shall be completed within 2 weeks from the date of receipt of the material at purchaser premises and it will be ready to use within 12 weeks of faultless working condition from the date of placing the PO or within such time as may be extended by the purchaser.

* 1. **Satisfactory Installation:** Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after date of installation.
	2. **Liquidated Damages (LD):** If the supplier fails to perform the satisfactory installation / commissioning of the equipment and / or which is not ready to use within stipulated time then penalty at the rate of 1% per week subject to maximum of 10% of the order value will be deducted.
1. Equipment should be brand new; refurbished equipment will not be accepted by HLL.

**27**. The successful vendor for supply on reagent rental basis shall enter an MOU with HLL for the placement of the equipment at the HLL’s Path labs based on the accepted rates for a period of 5 Years.The Bidder shall maintain the equipment for a period of 5 Years.; any cost of maintenance within the stipulated time will be borne by the successful Bidder. Periodic Preventive Maintenance should be ensured by the successful Bidder. The supplier has to maintain an uptime of 98 % for the equipment.Complaints should be attended properly, maximum within 8 hrs. Spare parts replacement and, software update should be done free of cost during the contract period.

**28. INSURANCE**

The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Equipments supplied on reagent rental basis shall be insured by the supplier.

**29. INCIDENTAL SERVICES**

29.1 The supplier may be required to provide any or all of the following services as part of the contract, including additional services, if any

(a.)Unloading, safe storage and handling of consignment of site

(b) Performance or supervision of the on-site assembly if any of the supplied goods, installation, testing and commissioning of the equipment

(c) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(d) Furnishing of detailed operations and maintenance manual for each product

(e)Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(f) training of the Purchaser’s Personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, **maintenance and/or repair of the supplied Goods**

**30.DOWN TIME**

During contract period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.

**31. Submission of documents**

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid).

**Technical Bid:** Envelop of Part – I should be super scribed as **“Tender for Supply of** **AUTOMATED ESR Analyser on reagent rental Scheme Part – I Technical Bid”**

The following documents shall be submitted as part of **Technical Bid** (Part 1).

1. All the documents as per Annexure 2 to 9 of this tender document except Annexure 7.
2. Earnest Money Deposit(EMD)in the form of bank Guarantee or DD.
3. Latest two supply orders received from various Govtdepartment/agencies/PSUs/reputed organisations for the supply of the item mentioned in the bid.
4. Sales Tax Registration Certificate/TIN No
5. Income Tax PAN number
6. Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.
7. Signed copy of tender document.

The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page should be signed and stamped to confirm the acceptance of the entire terms & conditions of the tender.

**Financial Bid (Annexure-10):**Envelop of Part – II should be super scribed as **“Tender for Supply of AUTOMATED ESR Analyser on reagent rental Scheme Part – II Financial Bid”**

Part – I (Technical Bid) & Part – II (Financial Bid) should be put in a single cover super scribed as **“Tender for AUTOMATED ESR Analyser on reagent rental Scheme to HLL outlets across India” have to be submitted/couriered to the below mentioned address**

**Deputy General Manager**

**Sourcing Division**

**HLL Lifecare Ltd.**

**HLL Bhavan, Poojappura,**

**Thiruvananthapuram.**

**Ph:0471 2353932.**

**smithalg@lifecarehll.com****,**

**registrationsd@lifecarehll.com**

**32. Evaluation process:**

Evaluation of the proposals shall be done in two stages as:

1. **Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

**Sub-Stage I(A) (Essential pre-qualification criteria):**

HLL will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has submitted, whether all the documents are in prescribed Annexure and has been properly signed & stamped and whether the bid are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

**Sub-Stage – I(B) (Technical Evaluation):**

HLL will carry out evaluation of the technical bid and examine whether the bid is complying with the conditions mentioned in tender document. After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – I (A) & I (B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

1. **Stage – II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation; the dates of financial bid opening will be informed to the qualified parties. After due evaluation of the financial bid(s), (Annexure-10) HLL will award the contract to the **lowest evaluated responsive bidder** (hereinafter referred to as the “Supplier”).

**33. Deadline for Submission of Bids**

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

**34. Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

**35. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

1. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
2. The Bidder’s modifications shall be prepared, sealed, marked, and dispatched as follows
3. The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
4. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

**36.** In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**37.** The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

 Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

**38. Opening of Bids by HLL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

 Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

**39. Clarifications on Bids**

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

**40. Contacting HLL**

1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.

2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

**41. HLL’s Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

**42. Notification of Award**

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

**43. Signing of Contract**

1. At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

2. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 200/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.

**44. CONDITIONS OF THE CONTRACT**

**44.1Settlement of Disputes**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thingconnected therewith, etc shall as far as possible be mutually settled by the process of dialogue and negotiation.

**44.1.1Conciliation/Arbitration**

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

**44.1.2No suspension of work**

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

**44.1.3Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

 **44.1.4Jurisdiction of Courts**

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

**44.2 Bidders Responsibilities**

* 1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
	2. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
	3. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
	4. The bidders have to abide by delivery schedule strictly. H.L.L reserves the right to impose the penalty @ 0.5 % per week of delay**.**
	5. Any product related cases shall be borne by the manufacturer.

 **44.3 Terms of Payment**

Payment will be made within 30 days of delivery and acceptance of materials as per the purchase orders.

**44.4Delivery Schedule**

**Equipment shall be made available within 15 days of issue of notification of award.**

The delivery period for reagents Consumables and QC should be within 7 days or as mentioned in Purchase Order

**44.5 Taxes and Duties**

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

**44.6 Intellectual Property**

All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the Bidders and used to perform the obligations under this Agreement shall remain vested in the Bidders (the Bidders Properties) and any additional or new inventions made in the course of performance of services shall belong to HLL.

**44.7 Confidential Information**

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

**44.8Force Majeure**

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable not withstanding the reasonable care of the party affected and shall include, without limitation, the following

* 1. War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
	2. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
	3. Strike, sabotage, lockout, embargo, import restriction,industrial dispute, epidemics, quarantine, and plague;
	4. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

### 45. Change in Contract Elements

**45.1Termination**

HLL may at any time terminate the Contract for any reason by giving the Bidders a thirty days (30) notice of termination

**45.2Termination for bidders Default**

(a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 11(Assignment); or

(b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

**45.3Assignment**

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**45.4Replacement**

In case of market complaints due to the quality issues in the Product the bidder shall take the sole responsibility to replace the entire defective batch(s) with fresh lot, free of cost to HLL. An undertaking (Annexure-4) besubmitted by the bidder to HLL..

In case of product rejection by the Drug Authorities HLL shall destroy the defective/ recalledquantity and all the expenses on account of thiswillbedebited to the supplier.

**45.5Empanelment**

Bidderswho are qualified in the Technicalevaluationwillbeempanelled for the quoted items for the future requirements of HLL*.*

**45.6Shelf Life-** The supplied products should have minimum 2/3rd of the shelf life at

the time of receipt at HLL stores.

**45.7TRANSIT INSURANCE:**

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition at consignee’s site. As such the Supplier shall despatch the material duly insured.

**45.8**HLL Lifecare Ltd reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Thanking you,

Yours faithfully,

**Deputy General Manager (SD)**

**ANNEXURE 01**

|  |
| --- |
| **TECHNICAL SPECIFICATIONS** |
| **Sl. No.** | **Name of Equipment & Technical Specification** | **Whether the product meets the technical spec (Yes/No)** | **Remarks & supporting data**  |
| 1 | The equipment should be able to give results after reading of Red Cells aggregation.  |   |   |
| 2 | First result should be available with 10 minutes and then every result should be in a gap of 20 seconds. |   |   |
| 3 | No specific reagent required for running the test.  |   |   |
| 4 | The equipment should have a facility for calibration as well as it should be able to store Quality Control Data. Minimum two levels of QC must be available and the equipment must be traceable with own QC programs or of third party controls.  |   |   |
| 5 | The equipment should be able to report in mm/hr  |   |   |
| 6 | The equipment should have good co – relation with Westergen method.  |   |   |
| 7 | The result should not have any influence of low haematocrit levels.  |   |   |
| 8 | The equipment should be able to use the same sample tube with EDTA from cell counter available with the lab.  |   |   |
| 9 | The equipment should work with minimum 800 microliter of blood samples and 175 microliter of sample is aspirated in each run.  |   |   |
| 10 | The equipment should have capacity of minimum 10 samples at a time. And should be compatible with Latex Controls and Calibrators.  |   |   |
| 11 |  The equipment should work at 37 deg C with thermostat control.  |   |   |
| 12 | The equipment should mix sample thoroughly with an internal Sample Mixer  |   |   |
| 13 | The equipment should have Touch Screen / LED / LCD display. Internal Thermal Printer, Internal/ External Barcode Reader.  |   |   |
| 14 | Equipment supplied should be with latest model and brand new.  |   |   |
| 15 | The equipment should have facility to interface to LIS with bi – directional data transfer and the uni and bi directional cable for interface must also be provided |   |   |

**Annexure-02**

**SELF-DECLARATION**

To,

**Deputy General Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

This is to certify that our company has not been Black Listed either by State Government or Government of India in connection with Manufacture and Supply of any of the Product(s).

We hereby guarantee that the products supplied by our company are not spurious and we

further guarantee not to supply any sub-standard or spurious items. We assure that the products supplied shall be as per the tender specifications and as per the regulation of any such statutory authorities

Date: Signature:

Place:

 Name:

 Designation:

 Common Seal:

**Annexure-03**

**BID FORM**

Ref:

Date:

To,

**Deputy General Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

**Sub: Supply of AUTOMATED ESR Analyser**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our servicesto **supply the products** under the above-named Contract in full conformity with the Bidding Documents for the total amount against the product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavors to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through to this Bid Form, up to one Year from the date of notice of award and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes except VAT as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Supply of products under Rate Contract agreement** and all other related activities.

We agree to all terms and conditions of the tender enquiry document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.................................

Name.......................................

Designation and Common Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

**Annexure - 04**

**UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT GOODS**

To,

**Deputy General Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any complaint arises, we (name-----) take the responsibility to call back the complaint batches and replace and deliver the replaced stocks to the mutually agreed location.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE - 05**

**PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED**

To,

**Deputy General Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012

Kerala, India

We hereby guarantee you that the goods supplied by us will be according to tender/purchase order specification and in case of any quality issues of the product supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - 06**

## CHECKLIST

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl No** | **PARTICULAR OF DOCUMENT** | **ATTACHED / NOT ATTACHED** | **PAGE NO** | **Remarks** |
| 1 | Annexure 6 |  |  |  |
| 2 | EMD in the form of BG/DD |  |  |  |
| 3 | Tender Document Duly Signed and Stamped on all pages along with Corrigendum (if Any) |  |  |  |
| 4 | Valid product manufacturing license for manufactures |  |  |  |
| 5 | Authorization letter from the manufacture stating the bidder is the authorized distributor/importer for the firm. |  |  |  |
| 6 | Copy of quality certificate applicable for facility/product (Applicable for manufcaturer) |  |  |  |
| 7 | Last two years P & L account and balance sheet duly certified by a Chartered Accountant. |  |  |  |
| 8 | Last two years purchase orders received from various agencies for the supply of quoted items. |  |  |  |
| 9 | Certificate of Registration constituting the firm |  |  |  |
| 10 | Copy of the Pan Card |  |  |  |
| 11 | Sales Tax Clearance certificate |  |  |  |
| 12 | Power of attorney for signatory of bid. |  |  |  |
| 13 | Recent Non conviction certificate |  |  |  |
| 14 | Annexure -2 : Self Declaration |  |  |  |
| 15 | Annexure –3: BID Form |  |  |  |
| 16 | Annexure – 4: Under taking letter for replacement of market complaint goods |  |  |  |
| 18 | Annexure –5: Product Liability clause for goods supplied |  |  |  |
| 19 | Annexure – 9 Bidder Details |  |  |  |
| 20 | Equipment Brochure |  |  |  |
| 21 | Other Documents if any |  |  |  |

Signature and seal of the Bidder with seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - 07**

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

 the *[ insert:* ***number****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*.

BETWEEN

(1) *[Insert:* ***Name of Purchaser****]*, a *[insert:* ***description of type of legal entity,*** *for example, an agency of the Ministry of .... of the 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

(2) *[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****](this has to be defined briefly*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[insert:* ***contract price in words and figures]*** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions 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:

1. This Contract Agreement
2. Conditions of Contract
3. The Schedule of requirements
4. Technical Requirements (including Technical Specifications)
5. The Supplier’s bid and original Price Schedules
6. The Purchaser’s Notification of Award
7. *[Add here:* ***any other documents****]*

3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. 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. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney’s fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.

5. 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.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Brief Description of Goods | Unit Price | VAT |
|  |  |  |  |

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

 dated the *[ insert:* ***number****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*

BETWEEN

 *[insert:* ***name of Purchaser****],* “the Purchaser”

and

 *[insert:* ***name of Supplier****],* “the Supplier”

**Note**

**The terms and conditions in the format of contract agreement is for indication only.**

**The purchaser may add, modify or delete any part of the terms & conditions of this**

**contract before sighing. However the specification of the equipment will be same as in the tender.**

**ANNEXURE - 08**

**EMD BANK GUARANTEE FORMAT**

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bidder") has submittedits bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date of submission of bid) for the supply of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of bank) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Country), having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address of bank) (hereinafter called "theBank") are bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,20\_\_\_.

**THE CONDITIONS of this obligation are:**

1. If the Bidder
2. withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

 OR

1. does not accept the correction of errors in accordance with Instruction to Bidders

 OR

1. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
2. fails or refuses to execute the Contract Form if required; or
3. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay 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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ……………. days/months after the date of bid opening i.e, ………….. days/months after ………………(date), and any demand in respect thereof should reach the Bank not later than the above date.

………………………………..

(Signature of the Bank)

**Annexure - 09**

**BIDDER DETAILS**

|  |  |
| --- | --- |
| Nameof Firm/Manufacturer/Authorized Supplier |  |
| CompleteAddress& TelephoneNo. |  |
| NameofProprietor/Partner/Managing Director/ Director. |  |
| Phone&MobileNo. |  |
| Nameandaddress of Head Office |  |
| Whetherthe firmisaregistered firm Yes/No |  |
| PANNo. |  |
| Service TaxNo |  |
| VAT No.  |  |
| If the firm is registered as SSI unit (then copy of the certificate issued shall be attached.) |  |
| WhetherthefirmhasenclosedtheBankDraft/PayOrder/Banker’schequeasEarnestMoneyDeposit. |  |
| Whether theFirm/Agencyhas signedeach andeverypageofTender |  |
| Fulllistof productswith all variants & technical specification submitted or not |  |
| Manufacturing license/Import license copy of the firm attached or not |  |
| Authorization letter from the manufacture submitted |  |
| Experience certificate as per tender pre-qualification criteria 1 (2) submitted or not |  |
| Anyother information,if necessary |  |

**NB – Kindly provide the copy of all documents for the detailed technical evaluation**

**Authorized signatory of the bidder with seal**

**ANNEXURE-10**

**(REAGENT RENTAL BASIS)**

**PRICE QUOTE FOR REAGENT CONSUMABLES, CLEANING SOLUTION & QC**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item Sl. No****A1** | **Description Of Item –Test Parameter Name****A2** | **Pack Size****A3** | **Consumption Volume per test****A4** | **All inclusive Cost Per Reportable test- CPRT ( Inclusive of all consumables, reagents, calibrators , Cleaning & washing solutions etc)****( In Indian Rupees)****A5** | **Tax****A6** | **Total amount****A7****In Figure** | **Total amount****A8****In Words** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Grand Total of A7** |  |  |

**Quote for QC**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl No:****B1** | **Name & Level****B2** | **Volume****B3** | **Price per Pack****B4** | **Tax****B5** | **Total amount****B6****In Figure** | **Total amount****B7****In Words** |
|  |  |  |  |  |  |  |
| **Grand Total of B6** |  |  |

**Authorized signatory of the bidder with seal**