


Client:		<b>TENDER SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF SEMIAUTOMATIC VIAL INSPECTION MACHINE &amp; VIAL LABELLING MACHINE AT BCGVL, GUINDY, CHENNAI</b>	Revision No : 00
Project-No:	110729	<b>Document No. NPI/110729/EQP/TD/13</b>	Date: 2015-02-03

**TENDER ENQUIRY DOCUMENT  
FOR  
SUPPLY, INSTALLATION, COMMISSIONING AND  
VALIDATION OF SEMIAUTOMATIC  
VIAL INSPECTION MACHINE & VIAL  
LABELLING MACHINE AT BCGVL, GUINDY, CHENNAI**

**DOCUMENT NO. NPI/110729/EQP/TD/13**


**REVISION NO. 00**


**FEBRUARY 2015**

**Project:  
Revival of BCG VACCINES FACILITY  
AT  
GUINDY, CHENNAI  
(Project No. 110729)**

**Prepared By: NNE Pharmaplan India Ltd.**

**Approved By: HLL/BCGVL**

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## **INTRODUCTION OF THE COMPANY**

The BCG Vaccine Laboratory under Directorate General of Health Services (DGHS), Ministry of Health and Family Welfare (MOHFW), Govt. of India was established in the year 1948 to produce and supply BCG vaccines and tuberculin with the help of Statens Serum Institut (SSI), Copenhagen, Denmark through World Health Organization. This institute is situated at Guindy, Chennai (Tamilnadu) near King Institute of Preventive Medicine.


BCG Vaccine Lab is a pioneer in the manufacture of freeze dried BCG vaccine for UIP of Govt. of India. Up to 2000-01, Govt of India has imported the BCG vaccine to meet the country's demand in addition to the vaccines supplied by BCGVL.


MOHFW has appointed HLL Lifecare Limited as Project Management Consultant (PMC) to revive the BCG Vaccine Laboratory. Further, HLL Lifecare Limited has associated with NNE Pharmaplan India Limited, hereinafter called as "NPI" has been appointed as "Engineering Consultants". NNE Pharmaplan shall design and engineer this facility, incorporating the latest GMP Standards and best practices. This facility shall be built as per the latest International trends and upon completion, shall be in compliance with Indian FDA (Schedule M), WHO/GMP regulations.

## **SCOPE OF WORK**

The scope of work should be the Supply, Installation, Commissioning and Validation of Semiautomatic Vial Inspection Machine & Vial Labelling Machine as mentioned in the Schedule of Requirements and complying with the enclosed Technical Specification. Supplier may quote for the items against the technical specification, along with additional features.

The Installation, Commissioning and Validation has to be done by the supplier at "BCG Vaccine Laboratory, Guindy, Chennai-600032, Tamilnadu, Ph: 044-22500476".


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### **SECTION - I**

#### **Notice Inviting Tender (NIT)**

#### **HLL Lifecare Ltd.**

INVITES TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF SEMIAUTOMATIC VIAL INSPECTION MACHINE & VIAL LABELLING MACHINE AT BCGVL, GUINDY, CHENNAI

Tenders are invited from vendors for supply, installation, commissioning and validation of following equipment:

Schedule No	Equipment	Equip.ID	Capacity / Size	Qty	EMD (Rs)
1	Semi-automatic Vial Inspection Machine	FG-VIM 01	120 vials per minute	1 No	40,000/-
2	Vial Labelling Machine	FG-VLM 01	200 vials per minute	1 No	40,000/-

#### **NOTE:**


The EMD has to be submitted separately schedule-wise


The tender shall be evaluated schedule-wise

The list may vary (increase / decrease) during order finalization

Details regarding important dates are as follows:


S.No.	Description	Schedule
i.	Closing date & time for receipt of Tender	23/02/2015 at 3.00 PM
ii.	Time and date of opening of Technical Bids	23/02/2015 at 3.30 PM


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S.No.	Description	Schedule
iii.	Venue of Opening of Techno Commercial Tender & Pre-bid meeting	HLL Lifecare Limited C/o HLL Biotech Limited, Ticel Biopark Campus (Module no. 013 - 015), CSIR Road, Taramani, Chennai- 600 113

Interested parties may visit [www.lifecarehll.com](http://www.lifecarehll.com) & <http://eprocure.gov.in/cppp> to download the Tender. Subsequent amendments/ addendum if any will be published in these websites; the parties are advised to visit the website regularly for updates. Tenders in sealed envelopes superscribing "Tender for Supply, Installation, Commissioning and Validation of Online Particle Counter for revival of BCG Vaccine Facility" may be submitted to the address mentioned in Serial no. iii of the above table.

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## SECTION - II

### General Instruction to Bidders

#### 1. Instruction to Bidders

- 1.1 The bids are invited on two stage bidding process basis. The bid will constitute of Technical bid and Financial bid (item-wise). Technical bid and financial bid (item-wise) to be submitted in separate sealed envelope superscribing with item(s) quoted. Technical bid cover (item-wise) along with EMD cover & Financial bid cover should be kept in a separate single cover superscribing with tender reference number and item quoted. The technically qualified parties financial bid only be opened for financial evaluation.
- 1.2 The bid is invited for Supply, Installation, Commissioning and Validation of Semiautomatic Vial Inspection Machine & Vial Labelling Machine at BCG Vaccine Laboratory, Guindy, Chennai-600032, Tamilnadu, Ph: 044-22500476 as per specification and other details given in the bid document. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies or HLL in participation and award of such contracts.
- 1.3 Bidders can send their queries and clarifications to address given in clause 1.4, up to three days prior to the due date of bid submission. There is no bid document fee.
- 1.4 Bids shall be addressed in the name of **The Chief Operating Officer-HBL, HLL Lifecare Limited, C/o HLL Biotech Limited, TICEL Bio-park Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Contact No: 044 22544949/68. Email: [ceo@hllbiotech.com](mailto:ceo@hllbiotech.com) & sureshs@lifecarehll.com.** Due date of submission of the bid will be on **23/02/2015 upto 3.00 PM**. The technical bid will be opened on the same day at **3.30 PM**. The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.
- 1.5 Bids shall be valid for 120 days from the date of opening.
- 1.6 The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.

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## 2. Mode of submission of Bids

Documents to prove the eligibility criteria should be submitted in a separate sealed envelope marked "Technical Bid".

### I. Technical bid should consist of the following:

- EMD (Earnest Money Deposit) in the form of crossed demand draft/ banker's cheque** in favor of "HLL Lifecare Limited" payable at Chennai, has to be submitted separately as per the value mentioned in section-I, NIT, which shall be valid for 90 days from the date of tender opening or in the form of Bank Guarantee from any scheduled Commercial bank which shall be valid for 45 days beyond the validity period of tender i.e 165 days.
- Bid document bearing signature and seal of the bidder in all pages
- Section: IV** (Technical specification, technical brochures/datasheets/drawings/Model no)
- Section: V** ( Bid Data sheet)
- Section: VI** (Past experience, including performance certificate from clients item-wise).


All other supporting documents (mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.


### II. The financial bid should contain the following

The financial bid should be put in a separate envelope, sealed and marked "Financial Bid".

- Section: IV** (Bid form) – duly filled, stamped and signed.
- Section: VIII-A or B** (Price Schedule - Financial bid in the prescribed format given in the bid document) - duly filled, stamped and signed.
- Section: VIII-C** (Price Schedule for annual comprehensive maintenance contract after warranty period) - duly filled, stamped and signed.

2.1 The bids shall be enclosed in a sealed envelope super scribing "**Tender for Supply, Installation, Commissioning & Validation of Semiautomatic Vial Inspection Machine & Vial Labelling Machine, tender ref no. NPI/110729/EQP/TD/13 dated 03.02.2015**" and shall be addressed to the  
**HLL Lifecare Limited,**  
**C/o, HLL Biotech Limited,**  
**TICEL Biopark Campus (Module no. 013-015),**  
**CSIR Road, Taramani, Chennai- 600 113**

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**Contact No: 044 22544949/68/72, Fax: 044 22540101.**

2.2 Any bid received after the stipulated time period shall be considered as **late tender** and will be rejected.

### 3. Minimum Eligibility Criteria

- Bidders shall be an authorized dealer/ agent of the original equipment manufacturer. Manufacturer's Authorization Certificate to be attached.
- Net worth of the company shall be positive during the last three financial years. **The balance sheet, profit and loss account for last three financial years (FY2011-12, FY 2012-13, FY 2013-14) certified by a Chartered Accountant shall be submitted.**
- The bidder in general should possess adequate experience in number of years and volume of similar supply & installation done in the past. The bidder shall have supplied and installed similar equipment in last 2 years. Purchase orders and successful completion certificates from previous clients shall be submitted.


### 4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule


### 5. Bid Evaluation

Bid determined to be substantially responsive will be checked by HLL for any arithmetic errors and the same will be corrected as follows:

- Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

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For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only. Such conversion of currencies will be done based on rate of exchange declared by the RBI as on the date of 'Price Bid' opening. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

## 6. Tender Price & Documents

- I. **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:**
  - a) The price of the goods should be quoted on FOR Consignee Site basis with the detailed breakup of 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 for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
- II. **For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:**
  - a) The price of goods quoted should be on DAP basis at consignee site in India as indicated in the List of Requirements, Price Schedule.
  - b) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.

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

#### **Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee, to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows.

#### **A. For Domestic Goods, including goods already imported by the supplier under its own arrangement**

Within 24 hours of despatch, the supplier shall notify the purchaser/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to be submitted as per the instruction of purchaser:


- I. Along with the original invoice, Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- II. Two copies of packing list identifying contents of each package.
- III. Inspection certificate issued by the nominated Inspection agency, if any.
- IV. Certificate of origin.
- V. Insurance Certificate
- VI. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

#### **B. For goods imported from abroad**

Within 24 hours of despatch, the supplier shall notify the purchaser/ consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract).

- I. Along with the original invoice, Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

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- II. Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- III. Four Copies of packing list identifying contents of each package;
- IV. Insurance Certificate
- V. Manufacturer's/Supplier's warranty certificate;
- VI. Certificate of origin
- VII. Port of Loading
- VIII. Port of Discharge and Expected date of arrival.

#### 7. Exemptions/Forms


- I. No exemption certificate will be provided by the consignees for customs duty, central Excise duty etc.
- II. No C' Form will be issued for the interstate sales


#### 8. Rejection of bids

Notwithstanding the above conditions, HLL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HLL's action.

#### 9. Notification of Award


- 9.1 Prior to the expiry of the period of offer validity prescribed by HLL, HLL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. The purchase order will be issued to the successful bidder. No correspondence will be entertained by HLL from the unsuccessful Bidders.
- 9.2 Upon selection of the successful bidder (technically qualified L1 party) HLL will promptly notify the same to successful Bidder through an LOI/Purchase Order.
- 9.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMD's of technically non-responsive bidders will be returned after financial bid opening.

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- 9.4 **Paying Authority:** The payment for the supplies of stores / goods / equipment which including agency commission, turnkey, installation and commissioning and any other payment mentioned in the tender enquiry will be made by “HLL Lifecare Limited”.

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### **SECTION - III**

#### **TERMS AND CONDITIONS**

#### **1. DEFINITION:**


- 1.1 For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-
- "HLL" means HLL Lifecare Limited, which expression shall unless excluded by or repugnant to the context include HLL's representative.
  - "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee. Consignee is BCGVL, Guindy"Contractor/ Bidder" Means successful lowest bidder.
  - "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
  - "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

#### **2. PAYMENT SCHEDULE:**

Payment shall be made within 15 days as specified in the contract in the following manner:

- An advance of 20% of the contract value shall be released against Bank guarantee equivalent to 110% of the advance amount and submission of 10 % of the contract value as Security Deposit/ Performance Security in the form of Bank Guarantee from any scheduled commercial bank. The advance bank guarantee shall be valid for a period up to the completion of the contract.
- 60 % of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents :
  - Along with the original invoice, Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

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- (ii) Consignee Receipt Certificate as per Annexure V in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Despatch Clearance from Purchaser or authorized agent
- (v) Inspection certificate issued by the nominated Inspection agency, if any.
- (vi) Insurance Certificate
- (vii) Certificate of Country of origin.

b) On Final Acceptance Certificate issued by Client/ Purchaser:


Balance 20 % payment would be made against 'Final Acceptance Certificate' as per the proforma mentioned in Annexure VI of this tender document to be issued by the consignee/ purchaser subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.


For goods imported directly from abroad, HLL will reimburse the customs duty at actuals to Indian Agent in Indian Rupees after installation & Final Acceptance. All other charges i.e Customs Clearance charges, Transportation and loading, unloading charges at consignee site as quoted in the price schedule will also be paid to Indian Agent in Indian Rupees after installation & Final Acceptance. No other charges will be paid by HLL. The quoted price should be also inclusive of Insurance & FOR delivery at consignee site and is firm and fixed till completion of the work.

### 3. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of all applicable taxes and duties.

- I. However pursuant to the constitution (forty-sixth amendment) Act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contracts thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of the Engineer-in-charge (whose decision shall be final and binding) be attributable to delay in execution of work within the control of the contractor.
- II. In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However beyond this period HLL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

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#### 4. PERFORMANCE SECURITY

- 4.1 The successful bidder has to furnish performance guarantee from any scheduled commercial bank in the form of a bank guarantee in the name of HLL Lifecare Limited on receipt of the purchase order. The performance bank guarantee valid up to a period of 1 year (till completion of warranty) beyond the completion of work with additional claim period of 2 months (initially valid for a period of minimum 20 months from the date of Purchase Order) for 10% of total contract value has to be submitted within 30 days from the date of Purchase Order. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.
- 4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the EMD. The Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CMC security.
- 4.3 Forfeiture of Performance Security  
In case, the Contractor/ Bidder fails to complete the work, HLL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.
- 4.4 In case, the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Contractor/ Bidder. The Contractor/ Bidder forthwith, on demand from HLL, shall make good the deficit.

#### 5. ADDITIONS/DELETIONS

- 5.1 HLL shall have the right to direct in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.
- 5.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Contractor/ Bidder except through and with proper approval of HLL.

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## 6. TIME SCHEDULE


- 6.1. The day of commencement of project will be reckoned from the date of issue of Purchase order.
- 6.2. The Supply should be completed within 4 months from the date of issue of purchase order.  
Installation and validation should be completed within 2 months from the date of Delivery at site.
- 6.3. The final acceptance certificate shall be issued on completion of the entire scope of work by the vendor.
- 6.4. The supply and service shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Contractor/ Bidder to adhere to the agreed time schedule. HLL shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However if there is a purposeful delay by the Contractor/ Bidder, HLL reserves all rights to terminate the contract and get the full work executed at his risk and cost.

## 7. EXTENSION OF TIME

- 7.1. To adhere to the above mentioned time schedule the Contractor/ Bidder shall provide on demand necessary documents, information and certificates/undertakings to HLL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor/ Bidder shall be considered for grant of extension of time. If the Contractor/ Bidder require extension of time, they shall intimate in writing to HLL within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 7.2. HLL after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HLL for any penal action to the extent of the delay attributable to the Contractor/ Bidder. Any extension of time granted as stated above shall neither entitle the Contractor/ Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

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## 8. ABANDONMENT OF WORK

- 8.1 If the Contractor/ Bidder/ supplier abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HLL shall forfeit/en-cash the Performance Guarantee. HLL shall be at liberty to make full use of all or any of material supplied by the Contractor/ Bidder/ supplier. The Contractor/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HLL including the recovery of liquidated damages.
- 8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

## 9. WARRANTY


- 9.1 The bidder shall give comprehensive warranty of all the equipment for a period of minimum two years [24 months] from the date of final acceptance certificate from HLL. HLL shall grant right of access to the Contractor/ Bidder, of this portion of the work claimed to be defective for inspection and rectification.
- 9.2 HLL may recover the loss from the dues of the Contractor/ Bidder in case of failure to comply with the above clause.


## 10. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

- 10.1. When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, HLL shall have powers:
- To rescind the agreement.
  - To engage another Contractor/ Bidder to carry out the balance work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages.

## 11. GENERAL

- 11.1 The Contractor/ Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the specifications.

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11.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.

11.3 The Contractor/ Bidder shall indemnify and keep indemnified HLL Lifecare Ltd against any such claims and all costs and expenses paid by HLL in defending such claims to be borne by the Contractor/ Bidder.

11.4 The Contractor/ Bidder hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL is not being performed by the Contractor/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Contractor/ Bidder.

## 12. ARBITRATION


If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the parties shall seek to resolve such a dispute or difference by mutual consultation within a period of 30 days from the date on which the party raising the dispute, first communicated the same in writing to the other party. The existing directions, classifications, measurements, drawings and certificates of the Employer shall be final and binding upon the contractor during the progress of the works and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason.

In case the dispute is not settled by mutual consultation, then either party may refer the same to Arbitration by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator.

The reference to arbitrator shall specify the matters which are in question, dispute or difference and only such dispute or differences of which the demand has been made be referred to arbitration. Notwithstanding the reference to arbitration, the contractor shall continue to duly perform his obligations under the contract.

The Award of the Arbitral Tribunal shall be final, conclusive and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chennai. The fees of the arbitrators shall be borne by the parties nominating them and

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the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.


The place of Arbitration is at Thiruvananthapuram.

### 13. ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT:


- 13.1 The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. **The taxes to be paid extra, to be specifically stated.** In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- 13.2 Cost of CMC will be added for Ranking/Evaluation purpose.
- 13.3 The Consignee/Client shall enter into Annual Comprehensive Maintenance Contract with the supplier, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period. However entering into an agreement on CMC with the Supplier on completion of warranty period is the sole discretion of the Client.
- 13.4 Bank guarantee for CMC security in favour of the consignee has to be submitted as per the format in Annexure III.
- 13.5 **Payment for Annual Comprehensive Maintenance Contract Charges:** The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the consignee.
- 13.6 The supplier shall not claim any interest on payments under the contract.
- 13.7 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 13.8 The payment shall be made in Indian Rupees.
- 13.9 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Client.


Warranty as well as Comprehensive Maintenance Contract will be inclusive of all accessories and it will also cover all wearable & non-wearable components.

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- 13.10 The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment.
- 13.11 The supplier shall visit consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period.
- 13.12 There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 13.13 All software updates should be provided free of cost during CMC.
- 13.14 Failure of the above [13.10 to 13.13] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.


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**SECTION- IV**  
**Technical Specification**

ScheduleNo	Equipment	Equip.ID	Capacity / Size	Qty
1	Semi-automatic Vial Inspection Machine	FG-VIM 01	120 vials per minute	1 No
2	Vial Labelling Machine	FG-VLM 01	200 vials per minute	1 No


**Data sheet enclosed. Refer Annexure VII**


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**SECTION- V**  
**BID DATA SHEET**

S.No	Description	Details
1.	Bid reference number	NPI/110729/EQP/TD/13 dated 03.02.2015
2.	Name & Address of bidder	
3.	Year of establishment	
4.	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
5.	Name & Address of Manufacturer	
6.	Bank Account details	
7.	PAN Number	
8.	Contact person name & Designation	1. 2.
9.	Mobile Number	1. 2.
10.	Email	1. 2.
11.	Contact Phone-Office	
12.	Fax number	

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**SECTION- VI**  
**DETAILS OF CLIENTS/PROJECTS**


**Number of projects for which Equipment (As per Annexure-I-Technical specification) were supplied & installed in the last TWO years (Item –wise separately to be enclosed)**

Item:.....

Sl. No.	Name and location of the Project	Name and address of the Client	Project Details		Completion Date
			Details of the items supplied	Project Value Rs Lakhs	
1					
2					
3					
4					
5					
6					

**Satisfactory completion certificate from the client to be attached.**

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## SECTION - VII

**BID REF No: NPI/110729/EQP/TD/13 dated 03.02.2015**

### BID FORM

**(Item –wise separately to be enclosed)**

**Item:.....**

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (FOR BCGVL , Guindy Site) in full conformity with the said bidding documents for the sum of:

**In Fig:  
IN WORDS**

(Hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.


If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.


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:

Signed by:  
In the capacity of

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**SECTION VIII - A**  
**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

**ITEM:**

1	2	3	4	5					6
SCHEDULE	BRIEF DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	QUANTITY (Nos.)	PRICE PER UNIT (RS.)					TOTAL PRICE (AT CONSIGNEE SITE) BASIS (Rs.) 4 x 5(G)
				EX - FACTORY/ EX - WAREHOUSE /EX - SHOWROOM /OFF - THE SHELF (A)	EXCISE DUTY (IF ANY) [% AGE & VALUE] (B)	SALES TAX (IF ANY) [% AG & VALUE] ©	PACKING AND FORWARDING CHARGES (D)	(INCLUDING INSTALLATION & COMMISSIONING, SUPERVISION, DEMONSTRATION, TRAINING, DOCUMENTATION AND QUALIFICATION) AT THE	UNIT PRICE (AT CONSIGNEE SITE) BASIS (G) =A+B+C+D+E

NB: Unit price shall be written in figures and words

Total Tender price in Rupees: \_\_\_\_\_

IN WORDS:

\_\_\_\_\_

NOTE: -

If there is a discrepancy between the unit price and total price, then the unit price shall prevail.

Name : \_\_\_\_\_


Business Address: \_\_\_\_\_


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

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

Signature of Tenderer : \_\_\_\_\_

Seal of the Tenderer : \_\_\_\_\_

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## SECTION VIII - B

### PRICE SCHEDULE FOR GOODS TO BE IMPORTED DIRECTLY FROM ABROAD

#### ITEM:

1	2	3	4	5								6
SCHEDULE	BRIEF DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	QUANTITY (Nos.)	PRICE PER UNIT (CURRENCY)								TOTAL PRICE ON DAP BASIS AT CONSIGNEE'S SITE 4X 5 (H)
				FOB VALUE	INSURANCE & FREIGHT	NET CIP PORT OF DESTINATION BY AIR/SEA (A+B)	CUSTOMS DUTY %AGE OF NET CIP (AS APPLICABLE) **	CUSTOMS CLEARANCE & HANDLING CHARGES **	LOADING / UNLOADING / INLAND TRANSPORTATION / INSURANCE & INCIDENTAL COST TILL CONSIGNEE'S SITE **	COMMISSIONING, SUPERVISION, DEMONSTRATION, TRAINING DOCUMENTATION AND QUALIFICATION AT THE CONSIGNEE'S SITE **	UNIT PRICE ON DAP BASIS AT CONSIGNEE'S SITE (C+D+E+F+G)	
				(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	
							---					
							%					

HS code : .....

\*\* To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency (Net DAP) in figures:

And in words: \_\_\_\_\_

#### Note: -

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP at consignee site as per INCOTERMS.

Name : \_\_\_\_\_


Business Address: \_\_\_\_\_


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

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

Signature of Tenderer : \_\_\_\_\_

Seal of the Tenderer : \_\_\_\_\_

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### SECTION VIII – C

#### PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
SCHEDULE No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT COST FOR EACH UNIT YEAR WISE*.					TOTAL ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT COST FOR 5 YEARS [3 x (4A+4B+4C+4D+4E)]
			1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>	
			A	B	C	D	E	

\* after completion of warranty period

Tax Applicable:.....

#### Note:-

1. In case of discrepancy between unit price and total prices, the unit price shall prevail.
2. The cost of comprehensive maintenance contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of warranty period may be quoted for next 5 years on yearly basis for complete equipment and turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

Name\_\_\_\_\_

Business address\_\_\_\_\_


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

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

Signature of tenderer\_\_\_\_\_

Seal of the tenderer\_\_\_\_\_


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**SECTION -IX**  
**CHECKLIST**  
**NAME OF TENDERER:**  
**NAME OF MANUFACTURER:**

SI No.	Activity	Yes/ No/ NA	Page No. in the TENDER document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Bid Form as per format in Section VII?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted copy of the purchase orders and successful completion certificate from the previous clients for the supply & installation of similar equipment in last 2 years for which bid is submitted?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, CMC etc. in the Price Schedule as per Section VIII?			
8.	Have you kept validity of 120 days from the Technical bid Opening date as per the TE document?			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted delivery period as per TE document?			

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SI No.	Activity	Yes/ No/ NA	Page No. in the TENDER document	Remarks
11.	Have you submitted the certificate of origin			
12.	Have you accepted the warranty as per TE document?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
15.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
16.	Have you furnished latest IT return (FY 2013-14)?			
17.	Have you furnished Copy of MOA/partnership deed/Registration?			
18.	Have you furnished copy of PAN card?			
19.	Have you enclosed the TE document duly stamped and signed in all the pages?			
20.	Have you enclosed the Bid Data Sheet Duly filled, stamped and signed?			

**NOTE:**


1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
2. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

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

(Name, address and stamp of the tendering firm)


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**SECTION - X**  
**SCHEDULE OF FISCAL ASPECTS**


S No.	Particulars	Description
1	Submission of completed Tender	On or before 23/02/2015; 3.00 PM
2	Opening of Technical Bid	23/02/2015; 3.30 PM
3	Time period for Completion	<ul style="list-style-type: none"> <li>The Supply should be completed within 4 months from the date of issue of purchase order.</li> <li>Installation and validation should be completed within 2 months from the date of Delivery at site.</li> </ul>
4	Payment terms	Clause 2 under Section III
5	Liquidated damages per week	0.5% per week inclusive of Sundays & Holidays upto a maximum of 5% of Contract Value
6	Warranty Period	24 (Twenty Four) months from the date of Completion and Final Acceptance Certificate
7	Earnest Money Deposit	as per NIT page No. 4
8	Refund of Earnest Money Deposit to unsuccessful bidders	On award of contract to successful bidder
9	Transportation & Insurance	On account of Contractor
10	B.G/ DD to be in favor of	HLL Lifecare Ltd., Chennai
11	All queries / communication to be addressed to	<p>The Chief Executive Officer – HBL HLL Lifecare Limited C/o HLL Biotech Limited, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Email: <a href="mailto:sureshs@lifecarehll.com">sureshs@lifecarehll.com</a>, Contact No: 044 22544949-78, Fax – 044 22540101</p>
(Contractor)		(Employer)

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## **ANNEXURES**

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## **Annexure - I**

### **MANUFACTURER'S AUTHORISATION FORM**

To

**HLL Lifecare Limited, Chennai**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

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

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

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,


[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_


[Name & address of the manufacturers]

**Note:**

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

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## Annexure - II

### BANK GUARANTEE FORM FOR EMD

Whereas \_\_\_\_\_ (hereinafter called the "Tenderer") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "tender") against the purchaser's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

1. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a. fails or refuses to furnish the performance security for the due performance of the contract.
  - Or
  - b. fails or refuses to accept/execute the contract.
  - Or
  - c. if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged


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 the two conditions, specifying the occurred condition(s).


This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch

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### **Annexure - III**

#### **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

To  
HLL Lifecare Limited

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you 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), 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 to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your 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 up to ---- months from the date of Notification of Award i.e up to ----- (indicate date)

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

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### **Annexure – IV**


#### **CONSIGNEE RECEIPT CERTIFICATE** (To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier's Name : \_\_\_\_\_
- 3) Consignee's Name & Address with telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of Authorized Representative of Consignee : \_\_\_\_\_
- 8) Signature of Authorized Representative of Consignee with date : \_\_\_\_\_

Seal of the Consignee : \_\_\_\_\_

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**Annexure – V**  
**Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

To  
M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- b) Description of the equipment(s)/plants: \_\_\_\_\_
- c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_  
Quantity: \_\_\_\_\_
- d) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_
- e) Name of the vessel/Transporter: \_\_\_\_\_
- f) Name of the Consignee: \_\_\_\_\_
- g) Date of commissioning and proving test: \_\_\_\_\_


**Details of accessories/spares not yet supplied and recoveries to be made on that account.**


S.No	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

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- He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is:

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

Signature

Name

Designation with stamp


**## Explanatory notes for filling up the certificate:**

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

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