


Client:		TENDER SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF DRY FOG GENERATOR AT PII, COONOOR	Revision No : 00
Project-No:	110831	Document No. NPI/110831/EQP/TD/10	Date: 2016-02-26

TENDER ENQUIRY DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF DRY FOG GENERATOR AT PII, COONOOR

DOCUMENT NO. NPI/110831/EQP/TD/10


REVISION NO. 00


FEBRUARY 2016

Project:
Revival of PASTEUR INSTITUTE OF INDIA
AT
COONOOR
(Project No. 110831)

Prepared By: NNE Pharmaplan India Ltd.

Approved By: HBL/PIIC

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	Prepared By:	SDBB	Approved By:	HBL PIIC	

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INTRODUCTION OF THE COMPANY

The Institute started functioning as Pasteur Institute of Southern India, on 6th April 1907 and the Institute took a new birth as The Pasteur Institute of India (registered as a society under the societies Act 1860) and started functioning as an autonomous body under the Ministry of Health and Family Welfare, Government of India, New Delhi since the 10th of February, 1977. A governing body manages the affairs of the Institute. The Institute is a charitable organization working on a no profit-no loss basis.

Pasteur Institute of India (PIIC), Coonoor is one of the leading organizations which are in to the production of Anti-rabies Vaccine and DPT group of Vaccines for the EPI of Govt. of India.

The scope of this project is for the revival of the existing DPT Vaccine Manufacturing facility according to cGMP norms along with the increase in the production capacity.

Ministry of Health and Family Welfare (MOHFW) has appointed HLL Lifecare Limited as Project Management Consultant (PMC) for the revival of DPT Vaccine Manufacturing Facility. Further, HLL Lifecare Limited has associated with NNE Pharmaplan India Limited, which has been appointed as "Engineering Consultants". NNE Pharmaplan shall design and engineer this facility, incorporating the latest GMP Standards and best practices.


One amongst the several other jobs is to supply, commission & validate the equipment / systems.


The scope of work involved is detailed in the subsequent paragraphs and is precise to the extent possible. However it is expected from the supplier to consider and supply all those required for successful installation and commissioning of the equipment / system.

SCOPE OF WORK

The scope of work should be the Supply, Installation, Commissioning and Validation of Dry Fog Generator as mentioned in the Schedule of Requirement and complying with the enclosed Technical Specification. Supplier may quote for the equipment against the technical specification, along with additional features.


The Supply, Installation, Commissioning and Validation have to be done by the supplier at "Pasteur Institute of India, Coonoor - 643103, Nilgiris, Tamil Nadu, India".


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SECTION - I

Notice Inviting Tender (NIT)

HLL Biotech Ltd.

INVITES TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF DRY FOG GENERATOR AT PII, COONOR

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

Schedule No.	Equipment	Quantity	EMD (Rs)
1	DRY FOG GENERATOR	5 Nos	2,20,000/-


NOTE:


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

Details regarding important dates are as follows:

S.No.	Description	Schedule
i.	Pre -bid meeting date & Time	10/03/2016 at 14:30 Hrs
ii.	Closing date & time for receipt of Tender	28/03/2016 at 15:00 Hrs
iii.	Time and date of opening of Technical Bids	28/03/2016 at 15:30 Hrs
iv.	Venue of Opening of Techno Commercial Tender & Pre-bid meeting	HLL Biotech Limited, Ticel Biopark Campus (Module no. 013 - 015), CSIR Road, Taramani, Chennai- 600 113

Interested parties may visit www.lifecarehll.com, www.hllbiotech.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 Dry Fog Generator for revival of Pasteur Institute of India Facility”** may be submitted to the address mentioned in Serial no. iv 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. Technical bid and financial bid to be submitted in separate sealed envelope. Technical bid cover 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 Dry Fog Generator at PII, Coonoor, Tamilnadu, 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 Senior Manager - Procurement, HLL Biotech Limited, TICEL Bio-park Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Contact No: 044 22544949/68. Email: sureshs@hllbiotech.com**. Due date of submission of the bid will be on **28.03.2016 upto 15:00 Hrs**. The technical bid will be opened on the same day at **15:30 Hrs**. 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.

2. Mode of submission of Bids

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

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I. Technical bid should consist of the following:

- a. **EMD (Earnest Money Deposit)** in the form of crossed **demand draft/ banker's cheque** in favor of "HLL Biotech 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.
MSE units who are registered and also will continue to remain registered during the tender validity period with NSIC are exempted from payment of Bid security (EMD) and other benefits as applicable, but authenticated copy of the valid **NSIC certificate** for tendered item(s) should be submitted along with Technical bid of the Tender to qualify for such exemptions and other benefits.
- b. Bid document bearing signature and seal of the bidder in all pages
- c. Pre-bid Meeting Minutes bearing signature and seal of the bidder in all pages (wherever applicable)
- d. **Section: III** (Minimum Eligibility Criteria)
- e. **Section: V** (Technical specification, technical brochures/datasheets/drawings/Model no)
- f. **Section: VI** (Bid Data sheet)
- g. **Section: VII** (Past experience, including performance certificate from clients).


All other supporting documents (**mentioned in Section III**) 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".

- a. **Section: VIII** (Bid form) – duly filled, stamped and signed.
- b. **Section: IX-A or B** (Price Schedule - Financial bid in the prescribed format given in the bid document) - duly filled, stamped and signed.
- c. **Section: IX-C** (Price Schedule for Annual 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 Dry Fog Generator, tender ref No. NPI/110831/EQP/TD/10 dtd 26.02.2016**" and shall be addressed to

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**HLL Biotech Limited,
TICEL Biopark Campus (Module no. 013-015),
CSIR Road, Taramani, Chennai- 600 113
Contact No: 044 22544949/68/72, Fax: 044 22540101.**

Note: The Bidder can send the Bid Document by Courier to our address mentioned in the Tender Document or directly drop the same in the Tender Box kept in HBL office reception. It is the responsibility of the bidder to take an acknowledgment from HBL, when the bid document is dropped in the tender box in person.

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

3. Country of Origin

- 3.1 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.
- 3.2 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.
- 3.3 The country of origin may be specified in the Price Schedule


4. Bid Evaluation


Bid determined to be substantially responsive will be checked by HBL 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.

5. 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:

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- 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, Customs 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 warehouse 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.

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.

II. 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.

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6. 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


7. Rejection of bids

Notwithstanding the above conditions, HBL 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 HBL's action.

8. Notification of Award

- 8.1 Prior to the expiry of the period of offer validity prescribed by HBL, HBL 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 HBL from the unsuccessful Bidders.
- 8.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through an LOA/Purchase Order.
- 8.3 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.
- 8.4 **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 Biotech Limited".

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SECTION – III

Minimum Eligibility Criteria

1. The Bidder shall be either of the following:

- Manufacturer of the tendered items
- Authorized Dealer/Distributor/Agent/Re-seller of the tendered items
- Authorized channel partner of the manufacturer/s for the tendered items


(Copy of manufacturer authorization certificate as per **Annexure I** shall be provided)


2. The bidder should have proven and demonstrable experience in supply, installation, commissioning and validation of similar equipment during last 5 years ending 29/02/2016. (Minimum 3 Nos of Purchase Orders & Job Completion Certificates/Service Report have to be enclosed).

3. Net worth of the company shall be positive during the last three financial years (2012-13, 2013-14 and 2014-15). Notarized copies of the Chartered Accountant certified balance sheet, Profit and loss statements should be enclosed.

Note:

“The Purchaser reserves the right to assess the Tenderer’s competency to perform the contract satisfactorily by inspecting their facility. Such assessment shall be done for each technically responsive bidder before opening the Price Bid.”

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SECTION – IV

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:-
- i. "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
 - ii. "PIIC" means Pasteur Institute of India, which expression shall unless excluded by or repugnant to the context include HBL's representative
 - iii. "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 Pasteur Institute of India, Coonoor" Contractor/ Bidder" Means successful lowest bidder.
 - iv. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
 - v. "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:

A. Advance

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 upto the completion of the contract with additional claim period of 2 months. The advance will be adjusted 10% from each running bill. (The ABG format shall be given to the Successful Bidder).

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

a) 60 % of order value shall be paid on receipt of goods in good condition and upon the submission of the following documents :

- (i) Along with the original invoice, Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Annexure IV 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 V 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.

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, HBL 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 Biotech 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 16 months from the date of Purchase Order) for 10% of total contract value has to be submitted within 15 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 AMC security.
- 4.3 Forfeiture of Performance Security
In case, the Contractor/ Bidder fails to complete the work, HBL, 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 HBL, shall make good the deficit.

5. ADDITIONS/DELETIONS

- 5.1 HBL 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 HBL.

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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, Installation, commissioning and validation should be completed within **12 weeks** from the date of issue of purchase order.
- 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. HBL 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, HBL 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 HBL. 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 HBL within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 7.2 HBL 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 HBL 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 supplier fails to complete the supply, Installation, Commissioning and validation for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Supplier. The Supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HBL including the recovery of liquidated damages.
- 8.2 Provided, however, that in the event of the termination of the order under proper notice as provided in the clause hereinafter, the Supplier 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 Order, for the work executed by him till the date of termination of order.


9. WARRANTY

- 9.1 The bidder shall give comprehensive warranty of all the equipment which includes testing as per technical/ service /operational manual of the manufacturer, labour and spares for a period of minimum One Year (12 months) from the date of final acceptance certificate from HBL. HBL shall grant right of access to the Supplier, of this portion of the work claimed to be defective for inspection and rectification.
- 9.2 HBL may recover the loss from the dues of the Supplier in case of failure to comply with the above clause.
- 9.3 Warranty will be inclusive of all accessories and it will also cover all wearable & non-wearable components.

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, HBL 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.

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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.
- 11.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HBL 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 Biotech Ltd against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the Contractor/ Bidder.
- 11.4 The Contractor/ Bidder hereby agrees that HBL shall have the right to take out any of the activities, which in the opinion of HBL 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.

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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 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 Chennai.

13. ANNUAL MAINTENANCE CONTRACT:

- 13.1 The cost of AMC 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 AMC will be added for Ranking/Evaluation purpose.
- 13.3 The Consignee/Client shall enter into Annual Maintenance Contract with the supplier, 3 (three) months prior to the completion of Warranty Period. The AMC will commence from the date of expiry of the Warranty Period. However entering into an agreement on AMC with the Supplier on completion of warranty period is the sole discretion of the Client.
- 13.4 Bank guarantee for AMC security in favour of the consignee has to be submitted as per the format in **Annexure III.**
- 13.5 **Payment for Annual Maintenance Contract Charges:** The payment of AMC 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.

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- 13.10 The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing as per technical/ service /operational manual of the manufacturer, labour, 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 AMC period.
- 13.12 There will be 98% uptime warranty during AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend AMC period by double the downtime period.
- 13.13 All software updates should be provided free of cost during AMC.
- 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 AMC.


14. Force Majeure:

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

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

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


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SECTION- V
TECHNICAL SPECIFICATION

Schedule. No	Equipment	Equip.ID	Capacity (To cover maximum room)	Qty
1	DRY FOG GENERATOR	B1-FOG-01	69.9 m2	1 No
		B1-FOG-02	70.4 m2	1 No
		B2-FOG-01	63.0 m2	1 No
		F1-FOG-01	176.0 m2	1 No
		M1-FOG-01	19.7 m2	1 No


Detailed URS & IRS – refer Annexure VI


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SECTION- VI
BID DATA SHEET

S.No	Description	Details
1.	Bid reference number	NPI/110831/EQP/TD/10 dtd 26.02.2016
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.	TIN Number	
8.	PAN Number	
9.	Contact person name & Designation	1. 2.
10.	Mobile Number	1. 2.
11.	Email	1. 2.
12.	Contact Phone-Office	
13.	Fax number	

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SECTION- VII
DETAILS OF CLIENTS/PROJECTS

Number of clients for which similar Equipment were supplied & installed in the last Five years ending on 29.02.2016.

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

Satisfactory completion certificate from the client to be attached.

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SECTION - VIII

BID REF No: NPI/110831/EQP/TD/10 dtd 26.02.2016

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 service of the goods (FOR PII, Coonoor 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 Tender Enquiry Document 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 IX - 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	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) [%AGE & VALUE] ©	PACKING AND FORWARDING CHARGES (D)	INCIDENTAL SERVICES (INCLUDING INSTALLATION & COMMISSIONING, SUPERVISION, DEMONSTRATION , TRAINING, DOCUMENTAION AND QUALIFICATION) AT THE CONSIGNEE'S SITE - E)	

NOTE: -

1. If there is a discrepancy between the unit price and total price, then the unit price shall prevail.
2. No exemption certificate will be provided for excise duty/CST etc.,
3. The quoted price should include all technical specifications in the date sheet.

Unit price shall be written in figures and words

Total Tender price in Rupees: _____

IN WORDS:

Name : _____


Business Address: _____


Place : _____

Date : _____

Signature of Tenderer : _____

Seal of the Tenderer : _____


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SECTION IX - B

PRICE SCHEDULE FOR GOODS TO BE IMPORTED DIRECTLY FROM ABROAD

Deleted

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SECTION IX – C

PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
SCHEDULE No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	ANNUAL MAINTENANCE CONTRACT COST FOR EACH UNIT YEAR WISE*.					TOTAL ANNUAL MAINTENANCE CONTRACT COST FOR 5 YEARS [3 x (4A+4B+4C+4D+4E)]
			1 ST	2 ND	3 RD	4 TH	5 TH	
			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 annual maintenance contract (AMC) which includes preventive maintenance including testing as per technical/ service /operational manual and labour, 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 AMC 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 -X
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 (Amount & Validity) of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Bid Form as per format in <i>Section VIII</i> ?			
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- Data Sheet (<i>Annexure VI</i>)?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	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 <i>Annexure- I</i> ?			
7.	Have you submitted prices of goods, AMC etc. in the Price Schedule as per <i>Section IX</i> ?			
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?			
11.	Have you submitted the certificate of origin			

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SI No.	Activity	Yes/ No/ NA	Page No. in the TENDER document	Remarks
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 minimum eligibility criteria (<i>Section III</i>) 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 2014-15)?			
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?			


N.B.


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

(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 - XI
SCHEDULE OF FISCAL ASPECTS


S No.	Particulars	Description
1	Submission of completed Tender	On or before 28/03/2016 at 15:00 Hrs
2	Opening of Technical Bid	28/03/2016 at 15:30 Hrs
3	Time period for Completion	The Supply, Installation, Commissioning & Validation Should be completed within 12 weeks from the date of issue of purchase order.
4	Payment terms	Refer <i>Section IV</i> , Clause 2
5	Liquidated damages per week	0.5% per week inclusive of Sundays & Holidays upto a maximum of 5% of Contract Value
6	Warranty Period	12 (Twelve) months from the date of Completion and Final Acceptance Certificate
7	Earnest Money Deposit	Rs.2,20,000 /- (Rupees Two Hundred and Twenty Thousand Only)
8	Refund of Earnest Money Deposit to unsuccessful bidders	On award of contract to successful bidder
9	Transportation & Insurance	On account of Supplier
10	B.G/ DD to be in favor of	HLL Biotech Ltd., Chennai
11	All queries / communication to be addressed to	The Senior Manager - Procurement HLL Biotech Limited, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113 Email: sureshs@hllbiotech.com , Contact No: 044 22544949-68, Fax – 044 22540101
(Contractor)		(Employer)

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ANNEXURES

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Annexure - I

MANUFACTURER'S AUTHORISATION FORM

To

HLL Biotech 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, AMC as applicable as per TE Document, 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/ AMC SECURITY

1. In consideration of HLL Biotech Limited (hereinafter called "HBL") having agreed under the terms and conditions of Order No..... dated..... made between (Here in after called "the said contractor(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We (indicate the name of the Bank) (Herein after referred to as "Bank") hereby undertake to pay to the HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.


2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from HBL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).


3. We undertake to pay to HBL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this guarantee shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of HBL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of HBL Certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We..... (Indicate the name of Bank) further agree with HBL that HBL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any of the powers exercisable by HBL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the HBL or any indulgence by HBL to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

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6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).


7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of HBL in writing.

8. This guarantee shall be valid up to unless extended on demand by HBL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the day of 20....

For
(Indicate the name of Bank)

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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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