# HLL LIFECARE LIMITED (A Government of India Enterprise) CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O, THIRUVANANTHAPURAM-695017

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## INVITATION FOR BIDS (TECHNICAL BID)

#### **FOR**

Supply, Installation and Commissioning of Table Top Centrifuge Quantity: 01 Nos.

AT

CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O. THIRUVANANTHAPURAM – 695 017

#### HLL LIFECARE LIMITED

(A Government of India Enterprise)
Corporate R & D Centre,
Akkulam, Sreekariyam P.O.
Thiruvananthapuram - 695017

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13 17<sup>th</sup> December 2013

#### TENDER NOTICE

#### Sub:- Supply, Installation and Commissioning of Table Top Centrifuge

Sealed and super scribed tenders under two bid systems are invited from manufacture(s)/Authorized Agent(s) for the supply, Installation and Commissioning of Table Top Centrifuge at HLL Lifecare Ltd, Corporate R&D Centre, Akkulam, Sreekariyam P.O., Thiruvananthapuram – 695 017.

Name of the Item	Quatity	Tender No:	Date & Time of Opening of Technical bids
Table Top Centrifuge	1 No	HLL/CRD/PUR/TENDER/2013-14/13 dated 17 <sup>th</sup> December 2013	30/12/2013 at 05:00 pm (Local Time)

The detailed Tender Notice and tender documents can be downloaded from our website <a href="https://www.lifecarehll.com">www.lifecarehll.com</a>. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) to it.

The last date for the tender is 30/12/2013, 04:30 pm (Local Time).

HEAD(R&D)

Ph No.: +91 471 277 4700 Fax No: +91 471 277 4707 *Email:* <u>crdc@lifecarehll.com</u>

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Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### I - INSTRUCTIONS TO BIDDERS

- 1. The Bid is intended to procure material as per specification in Schedule A. The scope of vendor would be to comply with the enclosed URS Plan, supply, execute commission & validate the system as per URS.
- 2. Quote for the unit against the URS, along with all options. The price to include all spare parts; documentation; packing; freight charges; start-up & commissioning; complete qualification package (DQ, IQ, OQ and PQ (Wherever applicable) and training and charges whatsoever required completing the task in all respects to ensure the equipment operation is in accordance with the requirements of design documents.
- 3. This is a two Bid system comprising of:
  - a) Technical Bid
- b) Price Bid
- 4. A complete set of bid documents can be down loaded from our Website www.lifecarehll.com and cost of the Tender Documents of Rs.300.00 (DD Only in favour of 'HLL LIFECARE LIMITED' payable at 'THIRUVANANTHAPURAM') should be furnished along with Technical Bid.
- 5. Both the Bids shall be submitted in sealed covers separately. Tender Nos. of the Technical Bid and Price Bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the respective Tender No. mentioned thereon, complete in all respect, addressed to the **HEAD(R&D)**, **Corporate R & D, HLL Lifecare Limited, Akkulam, Sreekariyam P.O. Thiruvananthapuram 695017, Kerala, India** should reach us on or before the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay. Tender brought to the office after prescribed time will not be accepted. In both envelops (Technical Bid and Price Bid) the bids tender name should be enclosed in separate envelops.
- 6. Tenders should be submitted in sealed cover properly sealed by sealing wax/packing PVC tape. Covers, which are closed by gum or staples only, will not be considered.
- 7. HLL Lifecare Limited, Corporate R & D centre has not registered with Sales Tax Authority, hence don't have Tax Payer's Identification Number (TIN) / CST No. So the sales taxes will be applicable as per the VAT rules / CST rules (without 'C form). No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc. For dispatching purpose, Form 16 (as per KVAT rules) will be issued upon request.
- 8. a) The last date of receipt of Techno-commercial Bid is: 30/12/2013 at 04:30 pm (Local Time)

**Technical Bid opening details: -**

i) Venue : Conference Hall, Corporate R &D Centre, Akkulam, Thiruvananthapuram.

ii) Date & Time : 30<sup>th</sup> December 2013, 05:00 pm

- 9. In the event of the date mentioned above being declared subsequently as holiday for the Corporate R & D Centre, the due date for submission and opening of bids will be the next working day at the same venue and time.
- 10. Means of communication: E-mail messages and facsimiles (fax) may be used for communication as alternatives to traditional letters and telephone conversations.
- 11. The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- 12. The Purchaser may, at its discretion, extend the date & time for the submission of bids by amending the bid documents in which case, all rights & obligations of the Purchaser & bidders shall the subject to the extended date & time. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) to it will be will be notified in the website of www.lifecarehll.com / The interested parties are advised to regularly visit the website for further updates.
- 13. The purchaser has right to waive the tender clauses at any time.
- 14. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 15. Bids received after the deadline for submission shall not be considered. HLL will not be responsible for any delay in transit of tenders sent by post.
- 16. 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.
- 17. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid. Any clarification required will have to be obtained within 5 days prior to the Date of opening of the Technical Bid.
- 18. A Declaration as given in **Schedule E** stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.
- 19. The Price Bid of those Tenderers who do not qualify in the Technical Bid will be returned unopened. For the technically qualified tenderer will be informed through e mail one day (24 hours) before the price bid opening.
- 20. If a Tender is not substantially responsive (Non-Responsive), it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

- 21. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non responsive and will be summarily ignored. A non-responsive tender is one which deviates technically or commercially from any specific provision in the tender enquiry.
- 22. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with NSIC). The EMD should be furnished in the name of "HLL Lifecare Limited, payable at Thiruvananthapuram" from any nationalised bank or scheduled bank, but not cooperative banks. In case of bank guarantee, the same is to be provided from any scheduled nationalized bank in India or as per the HLL format (available on request) and the period of bank guarantee will be for 60 days, if the tender awarded the validity will be extended upto installation and satisfactory working.

In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank or scheduled bank, but not cooperative banks in India by way of back-to-back counter guarantee.

Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

Earnest money deposit (EMD) for disqualified and non L1 tenderers will be return after awarding purchase order. For the L1 tenderer the EMD will be return after successful installation, satisfactory working and receipt of 10% performance bank gurantee confirmation from the respective bank.

- 23. The following are some of the important aspects, for which a tender shall be declared **non responsive** and will be summarily ignored; '
  - (a) Tender form as per Schedule B, C, D, E, F & G (signed and stamped) not enclosed
  - (b) Tender is unsigned.
  - (c) Tender validity is shorter than the required period.
  - (d) Required EMD (Amount, validity etc.) / exemption documents have not been provided.
  - (e) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Schedule B, 2:C.
  - (f) Goods offered are not meeting the tender enquiry specification.
  - (g) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

- (h) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (i) Poor/ unsatisfactory past performance.
- (j) Tenderer has not agreed to give the required performance security.
- 24. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 25. The tenderer has to supply and install the equipment with in the stipulated time period as mentioned in tender document Schedule D Clause 4. If any delay in supply of equipment, the tenderer will impose a penalty @0.5% value of the material per week of delay subject to a maximum of 7.5% of the contract value (contract value inclusive of all taxes, duties, transportation, discounts etc.).
- 26. 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.
- 27. Those bidders who download the tender documents from our website should furnish the Name and address of the vendor, name of contact person, telephone & Fax numbers and Email details immediately by fax/Email.
- 28. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.
- 29. Any changes pertains to this tender shall be communicated only through our website www.lifecarehll.com

### Tender No.: HLL/CRD/PUR/TENDER/2013-14/13 Details of Specification of Table Top Centrifuge

SN.	Name of the Equipment	URS (User Required Specifications)	Qty Required	EMD Amount (Rs.)
	Table Top	Should be able to carry out centrifugation with maximum speed of around 20,000 rpm and RCF of 28500 - 29500 x g	1	8,000.00
01.	Centrifuge	Should contain an angle rotor of around 6 x 250 mL capacity with maximum speed of around 8000 rpm and RCF of 9500 - 10500 x g.		
		► It should possess an extra angle rotor with tube size of around 85 mL which can rotate with a maximum speed of 11,000 rpm and RCF of 15000 – 16000 x g		
		Motor driven lid lock should be available.		
		Should be able to display present and actual speed/RCF and temperature and time.		
		It should be able to select the speed of rotations in 10 rpm increments from 200 to 2000 rpm.		
		Should have quick keys for short runs with corresponding digital display of elapsed time in seconds.		
		Should have program memory to store about 99 complete centrifuge runs.		
		Should be compact enough to place in a work table.		
		Should provide 10 acceleration and 10 deceleration rates with storage of up to ninety nine runs.		
		Should possess automatic rotor recognition, speed correction and imbalance indication with safety cut off.		
		It should contain an audio signal after stop.		
		Should be able to carry out the centrifugation with noise level under 60 dBA at maximum speed.		
		The centrifuge should conforms to CE requirements.		
		Should be easy to set up and easy to use.		
		The supplier should provide the following documents to the user		
		<ul> <li>Operational manual and maintenance manual</li> </ul>		
		<ul> <li>SOP for equipment operation</li> </ul>		
		<ul> <li>Trouble shooting methods</li> </ul>		
		<ul> <li>Spare parts manual</li> </ul>		
		CE and all other International standard certification		

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### Minimum Eligibility Criteria for qualifying in the Technical Bid

## PRE-QUALIFICATION CONDITIONS (MINIMUM ELIGIBILITY CRITERIA)

1. Name of the Organization	:
2. a. Are you a manufacturer?	: Yes/ No
b. Are you an authorized agent?	: Yes /No
	ollowing documents from the Principal should be enclosed the Manufacturer valid for
ii. Letter from the manufacturer that this tender.	t they also agree to abide by all the terms and conditions of
3. What is your annual production/	process capacity? :
4. Do you have in house testing facil parameters?	lity to check HLL's: Yes/No
5. Do you have previous experience	e : Yes/No
All the information provided herein	is true and correct.
Place: Date:	Name and Signature of the Tenderer (With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### Minimum Eligibility Criteria for qualifying in the Technical Bid

#### QUALIFICATION CRITERIA

- a) The firm should have proven and demonstrable experience in supply and installation of packages (equipments) in the field of biopharmaceuticals / biologics / vaccines for the last five years.
- b) The firm must have supplied, installed and commissioned at least 5 such equipments during the last three years in biopharma / vaccine production units.
- c) Their Client's list must include atleast five approved facilities from national regulatory bodies (Schedule M) / international regulatory bodies (Like USFDA, UK MHRA, TGA, etc.).

e) What is your average annual invoiced sales value (based on past previous 5 year's records) for

- d) Net worth of the company should be positive during the last three financial years.
- each of the type of equipments under consideration.

  Equipment Name

  (If more than one equipment, enclose the same separately)
  (Documentary evidence (duly signed & stamped) must be enclosed.

  a) Year 1

  b) Year 2

  c) Year 3

  d) Year 4

  e) Year 5

  (f) Annual Turnover of the Firm/ company:
  (Must be minimum 10 times that of the equipment cost under consideration.)
  (Documentary evidence (duly signed & stamped) must be enclosed.

  a) Financial Year 2010-2011

  :

Bidders are to submit copy of valid current Income Tax Return submitted, Sales Tax Registration failing which their offer may be liable to be rejected.

b) Financial Year 2011-2012c) Financial Year 2012-2013

Exp	erience:								
Past	t Project Exp	erience:							
Clien		de atleast five approv				the last three calendar years. regulatory bodies (Like WHO,			
SN	Year awarded	Project Name	Equipments Supplied	Reference					
1									
2									
3									
4									
5									
Deta	Details of Ongoing project								
SN	Year awarded	Project Name	Equipments Supplied	Contract Value (INR)	Client Name & Reference (Contact details)	Facility Approved by: (Name of approving agency)			
1									
2									
3									
4									
5									
		•	-	•	signed & stamped ned by regulatory age				
	Place: Name and Signature of the Tenderer Date: (With Office Seal)								

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### QUESTIONNAIRE

#### (General information of the tenderer)

1.	Name & Address of the tenderer with :
	<ul> <li>(a) Telephone No.</li> <li>(b) Fax No.</li> <li>(c) E – mail Address</li> <li>(d) Name of the contact person</li> <li>(e) Whether proprietor / partnership / Limited company.</li> </ul>
2.	Are you a manufacturer, authorized :  Dealer or any other? If authorized agent, A copy of the original letter from the Manufacturer / Principal, duly attested, Should be furnished conforming the agency
3.	If your manufacturer, how many years : have you been in the business of manufacturing of the equipment as per the HLL specification enclosed
4.	What would be the minimum period : required to deliver the machine from the date of confirmed Purchase order?
5.	Have you been a tenderer / manufacturer, if so details of the name, address, quantity and values of orders received and executed during last three years? (Attach separate sheet)

6.	What is your Annual Turn Over during the last 3 years?	:
7.	What is your :-	:
	a) CST No	:
	b) VAT NO /TIN NO	:
	c) Central Excise Registration No:	:
	d) PAN No :	
8.	Bank details for returning of EMD	
	(Indian Tenderer)	
	Name of the tenderer as per Bank Account Name of the Bank	•
	Branch Name	:
	Acount No.	: :
		:
	IFSC Code	•
	(Foreign Tenderer)	
	Name of the tenderer as per Bank Account	:
	Name of the Bank	:
	Branch Name	:
	Acount No.	:
	ABA	:
	SWIFT	:
9.	Any other details	:
All the	e information provided herein is true & correct.	
Place:		Name and Signature of the Tenderer
Date:		(With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### **TERMS & CONDITIONS**

- 1. The tender should be completed in all respects; incomplete tenders are liable to be rejected.
- **2.** Unsealed tenders received are liable to be rejected and this will be at the sole risk of the tenderers.
- **3. Supply:** The successful tenderer will have to done the supply and successful working within the stipulated delivery time mentioned in the Purchase order. As a token of acceptance, the tenderer should submit the duplicate copy of purchase order with signature of authorized person and offical seal with in 07 working days.
- **4. Period of validity of tender:** The tender will remain open for acceptance for 90 days from the date of opening of the tender.
- **5. Termination of Contracts:** i) In case, after issue of a firm order, the successful tenderer fails to supply the item as per the specified quality and the required quantity according to the Delivery Schedule as given in the purchase Order, and even fails to supply the equipment within the extended period if any given in writing by HLL Lifecare Limited, Thiruvananthapuram, it will be within HLL's full rights to terminate the contract by giving a notice of 21 days in writing sent by Registered courier to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice.
- ii). In such cases, the Security Deposit of the successful tenderer will be refunded soon on getting a demand from the tenderer. The HLL Lifecare Limited, will not be liable for payment of any compensation for any loss that the contractor may be put to or alleged to have been put to on account of such termination.
- **6.** In case of notice sent by registered post/ courier to the address recorded in the office as per clause 5 (i) & (ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 22<sup>nd</sup> day of dispatch of the notice.
- **7.** HLL Lifecare Limited, will have the full right to reject any or all the tenders without assigning any reason whatsoever. The HLL Lifecare Limited, also reserves the right to award the contract with more than one contractor.

#### 8. PRICE

Price: The tenderer has to quote the rate for supply of the item as per unit as given in the tender. Statutory levies if any such as Excise Duties, Sales Tax, VAT/CST etc. should be shown separately. Rates quoted should be strictly as per HLL's format- Schedule-G (Price Bid)

Price variation: Rate quoted shall be firm and valid for a period of one year from the date of opening of the tender. The benefit of reduction of statutory levies should be passed on to the purchaser.

#### 9. Bid Opening:

The bids shall be opened on date and time as specified, in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening.

The Technical Bid will be opened on the prescribed tender opening date and time. The Price Bid will be opened on a later date, which will be made known to all qualified bidders (Technically qualified), after technical bid evaluation has been completed.

The bids, which are found as substantially responsive in the technical evaluation and comply with the entire requirement, shall only be considered for Price Bid opening. The Price Bid (price schedule) submitted by such tenderers whose technical bid have been considered as technically unacceptable on the basis of evaluation, will not be opened.

#### 10. RELEASE OF PURCHASE ORDER

The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable.

During the period of contract, if so desired by the purchaser, the tenderer (s) premises shall be visited by the purchaser for inspection/evaluation.

#### 11. PAYMENT TERMS:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

#### a) Domestic supply

- 1) 100 % of the contract value shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Acceptance by concerned authority of HLL Lifecare Limited.
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Installation certificate
- (v) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation etc.) and confirmationa of bank guarantee from the respective bank. The validity should be 12 months from date of installation.

or

- 2) As pe the request from the tenderer, 90% of the contract value shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Acceptance by concerned authority of HLL Lifecare Limited.

- (iii) Two copies of packing list identifying contents of each package;
- (iv) Installation certificate
- (v) Balance 10% contract amount after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confrimation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

#### b) Import supply

Payment against Imported goods shall be made in the currency as specified in the price bid and contract in the following manner:

- 1) For 100 % payment of the contract value (Including all taxes, duties, transportation, discounts etc.) shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Copy of the Bill of Lading/ Airway bill.
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Certificate of origin by the chamber of commerce of the concerned country;
- (vi) Acceptance by concerned authority of HLL Lifecare Limited.
- (vii) Installation certificate.
- (viii) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation, discounts etc.) and confirmationa of bank guarantee from the respective bank. The validity should be 12 months from date of installation.
- 2) For 90% payment of the contract value (Including all taxes, duties, transportation etc.) as per the request from the tenderer shall be paid on reciept of the above mentioned doucments except 10% performance bank guarantee. For the balance 10% of the contract value after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confrimation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

#### 12. WARRANTY

Period of warranty shall be 24 months from date of installtion of equipment as certified jointly by the tenderer and the Purchaser.

During Warranty period, the supplier is required to visit consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period.

#### 13. COMPREHENSIVE MAINTENANCE CONTRACT

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 3 years on yearly basis for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service / operational manual, but at least once in six months during the CMC period.

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.

Cost of CMC will be added for Ranking/Evaluation purpose.

All software updates should be provided free of cost during CMC

#### 14. SPARE PARTS

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

#### 15. Insurance

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the consignee.
- ii) In case of supply of the imported goods on CIP (Carriage and Insurance Paid) Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will get extended by the supplier at their cost till the successful installation, testing, commissioning, qualification and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

#### 16. TECHNICAL EVALUATION OF FIRST STAGE BIDS (Techincal bid opening)

The purchaser will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirement set forth in the bidding documents. In order to reach such a determination, the bidder will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the following factors.

Overall completeness and compliance with the Technical Specification, quality function and operation of any process control concept included in the bid.

For any clarification regarding technical aspects, specificatin of the equipment or queries with technical bid will be commuicate through e mail which has to be clarify atleast within time. Minimum time limit is 24 hours from e mail / fax sending time . If the clarification has not received (through e mail / fax) within 24 hours, it should be considered as disqualified.

Any other relevant technical factors that the bidder deems necessary to take into consideration. Any deviation to the contractual provisions stipulated in the bidding documents should be mentioned in the technical bid document.

#### 17. OPENING AND EVALUATION OF SECOND STAGE BIDS (Price bid opening)

The purchaser will open the price bids of only those who qualify in the Technical Bid evaluation. The venue, date and time of opening of price bids will be intimated to the technically qualified bidders at least before 24 hours through e mail.

The bidder's names, the bid price and any such other details as the purchaser considers appropriate, will be announced by the purchaser at the price bid opening.

Bids not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

#### 18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

#### 19. OPERATIONAL ACCEPTANCE:

Performance Test: The performance test shall be conducted by the tenderer during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees.

Operational Acceptance: Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performance is met.

#### 20. Mode of Transport:

- a) Transportation of domestic goods including goods already imported by the tenderer to be done by the tenderer himself and the goods to be delivered at the site of the consignee at his own risk and cost.
- b) Instructions for transportation of imported goods offered from abroad: The tenderer shall not make part-shipments and/or transhipment without the express/prior written consent of the purchaser. The tenderer is required under the contract to deliver the goods under Delivery Duty Paid (DDP) at consignee site.
- c) Despatch documents like delivery note/ challan, packing list and invoice should be intimated immediately with the LR No/Shipping Bill No/Air way Bill No/Bill of Lading etc.
- **21.** The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the courts of Thiruvananthapuram, Kerala State, India.
- 22. "Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties" in case the matter is referred for arbitration.
- 23. The decision of HLL will be final and no correspondence on this shall be entertained.
- **24.** THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH THE FIRST LOWEST RESPONSIVE BIDDER.

HEAD(R&D)

Ph No.: +91 471 277 4700 Fax No.: +91 471 277 4707 Email: <u>crdc@lifecarehll.com</u>

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### **INDEMINITY CLAUSE:**

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the purchase order, the supplier shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of equipment at agreed quantity and rate with in the time specified in the purchase order. The company will initiate legal action if the supplier fails to execute the purchase order as per the schedule in the purchase order for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HLL.

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Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

Place:	Name and Signature of the Tenderer
Date:	(With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

#### **DECLARATION**

We	confirm	having	read	and	unders	tood	all	the	spec	ificati	ions,	inst	ructio	ns,	forms,	terms
and	conditio	ns and	other	requ	iiremer	nts of	the	e ab	ove	tende	r (bo	th e	xpress	ed	and in	nplied)
in f	ull and th	at we a	gree t	o ab	ide by	all w	itho	ut a	ny d	eviati	on.					

Seal of the Tenderer

Signature Name and Address of the Tenderer

#### **HLL LIFECARE LIMITED**

(A Government of India Enterprise) CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O, THIRUVANANTHAPURAM-695017

Email: <a href="mailto:crdc@lifecarehll.com">crdc@lifecarehll.com</a>
Website: <a href="mailto:www.lifecarehll.com">www.lifecarehll.com</a>
PH: +91 471 277 4700
FAX: +91 471 277 4707



**FOR** 

Supply, Installation and Commissioning of Table Top Centrifuge Quantity: 01 Nos.

AT

CORPORATE R & D CENTRE, HLL LIFECARE LIMITED, AKKULAM, SREEKARIYAM P.O. THIRUVANANTHAPURAM – 695 017

Tender No.: HLL/CRD/PUR/TENDER/2013-14/13

SN	Item Description	Amount (Rs.)				
i.	Total Basic Price					
ii.	Excise Duty					
iii.	Taxes					
iv.	Others if any					
	Total (Rs.)					
** Detaile	d split up rates should be attached seperately					
VALIDITY	Y: ONE YEAR FROM THE DATE OF OPENING OF PRICE B	ID				
Statutory levies if any: Any other Remark (s):						
Certified th asked for.	at the rate quoted will hold good for one year during which per	od no upward revision will be				
NAME OF	Tenderer:					
Place:  Address and Signature of the Tenderer  Date:  (With Office Seal)						

A. Part A -