

# HIMACHAL PHARMA TESTING LAB LIMITED

EPIP, Phase-1, Near BBNDA Office, Jharmajri, Tehsil Baddi, Solan H.P 174103

CIN: U71200HP2023SGC010333

Phone: - +91 93563 01674, E-mail: - [himpharmalab@gmail.com](mailto:himpharmalab@gmail.com)

Ref. Tender Notice No. HPTLL\_2025\_13

DATED 05.03.2025

Please find enclosed herewith the following:		Page No.
1.	Tender Notice No. HPTLL_2025_13 & Schedule for Opening of the Tender	2
2.	Annexure-I (Detail of Equipment, Tender Fee & EMD)	3
3.	Important Note	4
4.	Eligibility Criteria	5
5.	Instruction to Tenderers	6-8
6.	Tender Evaluation	9-10
7.	Terms & Conditions	11-12
8.	Acceptance of terms and conditions	13
9.	Performa for performance statement	14
10.	Annexure 'A' (Specifications of the Equipment)	15-16
11.	Annexure 'B' & 'C' (Format for Performance Bond/ Guarantee & Format for Performance Bond (Bank Guarantee)	17-20
12.	Annexure – 'D' (Technical Bid Form)	21
13.	Annexure- 'E' (Format for Manufacturer's Authorization Form)	22
14.	Annexure – 'F' (Declaration Regarding Blacklisting/ Debarring for taking part in Tender)	23
15.	Annexure- 'G' (Certificate of Warranty)	24
16.	Annexure- 'H' (Financial Bid Form)	25
17.	Annexure- 'I' (Consignee Receipt Certificate)	26
18.	Annexure- 'J' (Proforma of Final Acceptance Certificate by the Consignee)	27

CEO  
Himachal Pharma Testing Lab Limited  
E-mail: [himpharmalab@gmail.com](mailto:himpharmalab@gmail.com)

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## TENDER NOTICE

Date: 05.03.2025

**HIMACHAL PHARMA TESTING LAB LIMITED**, BADDI, HP (a company incorporated under the Companies Act, 2013) invites sealed tenders for **Procurement, supply, Installation and Commission of Lab Equipment's** for the following items for its Testing Laboratory at Himachal Pharma Testing Lab Ltd, located at EPIP, Phase-1, Jharmajri, Baddi, Distt. Solan (H.P). 174103

I	Downloading & Submission of tender/bids	Start Date: 05.03.2025, Wednesday at 11:00 AM
II	Last date of submission of Physical bids, Tender Fee and EMD	End Date: 19.03.2025, Wednesday at 11:00 AM
III	Pre bid date Online	11.03.2025, Tuesday
IV	Opening of Technical Bid (offline)	Date 20.03.2025, Thursday at 11:00 AM

Detailed Terms and Conditions are available in tender document. The bid document can be downloaded from the [www.hptll.in](http://www.hptll.in)

Complete tender document is available for reference purposes on our website [www.hptll.in](http://www.hptll.in)

CEO, Himachal Pharma Testing Lab Limited

**ANNEXURE: I**

<b>Sr. No.</b>	<b>Tender ID</b>	<b>Description</b>	<b>Tender Fee</b>	<b>Total estimated cost (In Rs.)</b>	<b>EMD (In Rs)</b>
1	HPTLL_2025_13	Media preparation and De-aeration system for Dissolution Apparatus	5,000/-	17,70,000/-	35,400/-

\*Exemption of Tender Fee and EMD will only be given to MSE (Micro & Small Enterprises)

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## **Important Note**

1. All corrigenda, addenda, amendments and clarifications regarding this tender document will be uploaded on the website [www.hptll.in](http://www.hptll.in) and not in the newspaper; Bidders shall keep themselves updated with all such developments.
  2. In case, the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the next working day at same time.
  3. In case, the last date of submission of EMD & Tender fee falls on holiday, the EMD & Tender fee shall be submitted on the next working day at same time.
  4. Tenderer who have downloaded the tender documents form from the Himachal Pharma Testing Lab Limited website, shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the Himachal Pharma Testing Lab Limited website [www.hptll.in](http://www.hptll.in) and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with Himachal Pharma Testing Lab Limited.
  5. **Tender fee of Rs. 5,000/- (Rs. Five Thousand Only) (Non- refundable) in the form of DD in favour of “Himachal Pharma Testing Lab Limited”**
  6. **EMD at 2% (refundable) in the form of DD in favour of “Himachal Pharma Testing Lab Limited” payable at Panchkula.**
  7. **Both EMD and Tender fee are be submitted as per dates mentioned in schedule, failing which e-bids will not be considered.**
- ❖ **All the bidders are required to submit the Tender Fee and EMD as per requirement of tender document failing which bids received straightway rejected and bid will be treated invalid.**
- ❖ **Note: If the bidder inadvertently or otherwise submits the quoted rates in the technical bid, the bid will be straightway rejected and treated invalid.**

**Bidder must submit a scanned copy (duly signed and stamped) regarding terms & conditions as per our tender documents along-with make/model, specifications, bill of quantity as per required equipment in the technical bid for examine the bid as per our Himachal Pharma Testing Lab Limited tender documents. It is noted that no rate should be depicted in the letter head.**

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## ELIGIBILITY CRITERIA:

1. The bidder must have to submit experience certificate of last five financial years regarding satisfactory supply/work execution of similar nature to Govt/semi govt/ corporate organization or state/Centre PSU/Public/Private Companies/ preferably in the state of HP of at least 80% of Total estimated cost. (Attached: Proforma for Performance Statement)
2. The bidder has to submit an **earnest money of Rs. 35,400/- (Rupees Thirty-Five Thousand Four Hundred Only)** in the shape of DD only in favour of Himachal Pharma Testing Lab Limited. EMD of unsuccessful bidders will be returned after finalizing the tender. In case any bidder withdraws his offer after submission of tender the undersigned may forfeit the EMD. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. MSME exemptions are allowed only to Original Equipment Manufacturers (OEMs), not to dealers.
3. The Technical bid must conform to the specification as uploaded on our website i.e. [www.hptll.in](http://www.hptll.in)
4. Prospective Bidders must be manufacturer or authorized dealers of the quoted item(s) and must submit hard bound Bid Documents all pages duly serially numbered. Spiral or loose bidding shall not be entertained
5. The bidder should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s). This must be supported by an affidavit as per format given in Annexure-“F”.

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## Instructions to Tenderer

1. The Tender will be accepted only in physical form. The bidders shall have to submit their bids at the office of CEO, Himachal Pharma Testing Lab Limited, EPIP-1, Near BBNDA Office, Jharmajri, Tehsil Baddi, Distt Solan H.P. 174103.
2. Bids are to be submitted physical and opened offline at Himachal Pharma Testing Lab Limited, Baddi as per time given failing which no bid will be considered.
3. Before submission of bids, bidders must ensure that copies of all the necessary/relevant documents have been submitted with the bid which should be duly signed and stamped. The duly signed and stamped copies of Terms & Conditions of the tender, and other documents of the Tender & Annexures must be submitted, failing which their bids may be rejected.
4. Himachal Pharma Testing Lab Limited, will not be responsible for any delay in submission of bids due to any reason whatsoever.
5. The bidder must have to submit experience certificate of last five financial years regarding satisfactory supply/work execution of similar nature to Govt/semi govt/ corporate organization or state/Centre PSU/Public/Private Companies/ preferably in the state of HP of at least 80% of Total estimated cost.
6. The Bidder Should have an average annual financial turnover not less than Rs. **2.0 Crores** during the last three years ending 31<sup>st</sup> March 2024. Group turnover of associate/sister entities will also be considered for the purpose of average annual financial turnover. (Audited Balance sheet to be attached).
7. Bidders should also submit the copies of Tender fees/EMD as specified in the tender documents along with technical documents. **EMD** in the form of a Demand Draft in favour of the Himachal Pharma Testing Lab Limited, payable at Panchkula (refundable separate) and **Tender Fee** in the form of a Demand Draft in favour of Himachal Pharma Testing Lab Limited, payable at Panchkula (Non- refundable separate) should also be submitted in physical form to the following address as per scheduled time given for physical submission of EMD and Tender fee. The Envelope should be super-scribed as “**EMD and Tender Fee for Tender for Supply of Lab Equipment’s**” at Himachal Pharma Testing Lab Limited. The envelopes inside main envelope should contain the following:

Envelope	Marked on the Cover	Contents of Envelope
Main Envelop	Subject of Tender	Envelop-I+ Envelop-II
Envelop-I	Technical Bid	Should contain Tender Document Cost in original. Should contain EMD in original.

		Should contain Tender Form-Technical Bid with all pages of Term and Conditions with signature on each page.
Envelop-II	Financial Bid	Rates should be quoted in the prescribed Tender Form-Financial Bid Format only with signature on each page.

Address for submission of bid:

**Kind Attention- Chief Executive Officer (CEO)  
Himachal Pharma Testing Lab Limited  
EPIP, Phase-1, Near BBNDA Office, Jharmajri  
Tehsil Baddi, Distt Solan H.P 174103**

8. The details of EMD specified in the tender document should be same as submitted Otherwise tender will be rejected summarily.
9. The conditional bids shall not be considered and will be out rightly rejected.
10. The Financial Bid through tendering process shall be opened only of those bidders, who will qualify in the technical bid and approved by the Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
11. At any time prior to the deadline for submission of bid, Himachal Pharma Testing Lab Limited may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective tenderer(s), modify the tender document(s) by issuance of an amendment.
12. The amendment will be uploaded on Himachal Pharma Testing Lab Limited website i.e. [www.hptll.in](http://www.hptll.in) only. In order to provide reasonable time to prospective tenderer(s), for preparing their bid as per amendment, Himachal Pharma Testing Lab Limited may, at its discretion extend the deadline for the submission of tender.
13. **The supplier must submit the original manuals / catalogue and Make/Model of the Equipment /Item otherwise bid is liable to be rejected.**
14. Himachal Pharma Testing Lab Limited is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest Money Deposit of the tenderer, whose tender has been accepted, will be returned on the submission of **performance security @ 5% of the total value of the offer. The performance security will be kept till the warranty period of one year. The warranty period will start from the date of satisfactory installation of the Equipment /Item duly given by the concerned department.** Earnest Money Deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by Himachal Pharma Testing Lab Limited. The EMD(s) of other Bidder(s) whose offer are found according to required specifications will be released after finalization of Technical and Financial Lowest Bid(s). The Bidder should submit the Financial Bid as per the format given in Annexure **"H"**
15. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure "B" & "C"**.
16. Delivery time is the essence of the contract i.e. 60 days.

17. Nearest specifications/better specifications can be considered. In case of deviation, complete justification should be furnished with proper documents.
18. The Procurement-cum Evaluation Committee of Himachal Pharma Testing Lab Limited may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons and may not accept the lowest bidder. Further in case of any doubt/dispute, the decision of the Procurement-cum Evaluation Committee of Director of the Himachal Pharma Testing Lab Limited shall be final.
19. The offer shall be kept valid for minimum 90 days.
20.
  - a) Either the agent/ dealer on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
  - b) If an agent/ dealer submits bid on behalf of the Principal/OEM, the same agent /Dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
  - c) All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the dealer /supplier to tender on their behalf as per **Annexure-E**. In case of manufacturer, a certificate or a copy thereof to the effect that the bidder is a manufacturer of the Equipment/Item must be accompanied with the technical bid.
21. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
22. If any information furnished by the bidder is, at any stage found to be incorrect/false/fabricated, Himachal Pharma Testing Lab Limited shall have the absolute right to forfeit the EMD, warranty/performance guarantees or/and security deposits, in addition to cancellation of contract, and in accordance with law, such other actions may be taken like black-listing of the bidder etc.

**Read and accepted.  
Tenderer)**

**(Signature & Stamp of**

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## TENDER EVALUATION

Himachal Pharma Testing Lab Limited will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):**

- i) Himachal Pharma Testing Lab Limited shall evaluate the technical bid(s) to determine the following like the bid qualifies the essential eligibility criteria or not, the tenderer has submitted the EMD & Tender fee or not, any computation errors have been made or not, all the documents have been properly filled or otherwise, all the documents have been submitted with technical bid or not, the specifications, Make/Model, Catalogue of quoted Equipment /Item are as per requirement tender specifications or not, Authorization of Dealer / Distributor/ Exclusive Agent certificate from manufacturer is in order or not, Sales & service policy of equipment / item during warranty period and after warranty period will also be seen, location of their authorized service center will also be seen for evaluation etc.

After evaluation of technical bid(s), a list of the qualifying tenderer (s)/ bidder

s) shall be made. Short-listed tenderer(s) will be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the schedule of opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

- ii) Bidders should offer the rates as per **Annexure H**. Detailed bill of material/quantity is also to be provided along with the price breakup of each item as per requirement of the tender specification of the equipment.

**Note: The quoted amount as filled in the Annexure(s) of financial bid and detailed bill of material/quantity provided with price break up of each item in the financial bid should be tallied and both must be same, otherwise bid will be treated invalid.**

**Read and accepted.**

**(Signature & Stamp of Tenderer)**

### **ARBITRATION:**

In case of any dispute or difference arising out in connection with the tender conditions/job order/Contract, Himachal Pharma Testing Lab Limited and the Seller/Service Provider will address the dispute/difference for a mutual resolution failing which, the matter shall be referred

for arbitration to a sole Arbitrator to be appointed by the HPTLL.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Nalagarh, Distt Solan H.P. only. The decision of the Arbitrator shall be final and binding on both the parties.

**JURISDICTION:**

The courts at Nalagarh alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Nalagarh Court shall have jurisdiction in the matter.

**Read and accepted.**

**(Signature & Stamp of Tenderer)**

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## (TERMS AND CONDITIONS (FOR THE SUPPLY OF GOODS, EQUIPMENT /ITEM)

1. Rate should be quoted F.O.R Himachal Pharma Testing Lab Limited, Baddi, H.P. and In INR only.
2. GST or any other chargeable duty where applicable must be specifically mentioned in the financial quote, failing which no tax or duty will be allowed at subsequent stage.
3. All items shall be indicated both in words as well as in figures. If there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
4. **Payment:** 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) Payment for Domestic Goods or Foreign origin located within India.**

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

#### **a) On delivery:**

80 % payment of the contract price shall be made on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice indicating Bill to Himachal Pharma Testing Lab Limited and Ship to Place of supply, showing contract number, goods description, quantity, unit price and total amount. Invoices should be raised by the supplier in the name of consignee with their GSTIN only.
- (ii) Consignee Receipt Certificate as per attached format "**Annexure "I"**" in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Manufacturer 's/Supplier 's warranty certificate
- (vi) Certificate of origin (only in case of goods of foreign origin located in India).

#### **b) On Acceptance:**

Balance 20 % payment would be paid against "**Final Acceptance Certificate**" as per attached format "**Annexure "J"**" of equipment's to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

5. **Warranty: Rates should be quoted with comprehensive warranty of 3 years.** The operation, maintenance, and defect rectification of lab equipment shall be the responsibility of the supplier for a minimum period of three years from the date of operation of the lab. The bidders should attach duly signed and stamped certificate of **warranty** as per **Annexure-G** with the technical bid.
6. **Training:** In house training (where applicable) after the installation and commissioning of Equipment / Machinery/Instrument etc. shall be provided by the supplier.
7. **Delivery:** Delivery date will be mentioned in the supply order. The time and date of delivery

or dispatch stipulated in a supply order shall be deemed to be the essence of the supply order and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery, the delayed consignment will be accepted subject to penalty as laid down in the supply order, which will be recovered from the pending payments.

- i) No recovery of penalty will be made, if the delayed supplies are acceptable by extending the delivery period by Himachal Pharma Testing Lab Limited with our any Liquidated Damages.
- ii) Himachal Pharma Testing Lab Limited will allow extension on the request of the supplier by recording in writing that in exceptional circumstances the supply was beyond the control of the supplier and there was no loss to HPTLL.
- iii) Penalty on account of delay, Himachal Pharma Testing Lab Limited reserves the right to impose 0.5% (Half) per cent penalty per week on account of delay in supply, if delivery is received after expiry of the original delivery period. The total penalty will not exceed 10% of the value of the delayed goods.

**8. Installation:** Supplier has to install the Equipment / Machinery/ Instrument within two to three weeks from the receipt of the Equipment / Machinery/Instrument etc. in Himachal Pharma Testing Lab Limited, Baddi, Distt Solan H.P.

**9. Site Preparation:** The supplier shall inform Himachal Pharma Testing Lab Limited about the site preparation, if any, needed for the installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the Equipment / Machinery/Instrument etc which Himachal Pharma Testing Lab Limited should arrange before the arrival of Equipment / Machinery/Instrument etc to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to Himachal Pharma Testing Lab Limited in the preparation of the site and other pre installation requirements.

10. The total scope of work includes the supply, installation, satisfactory commissioning and testing of the Equipment / Machinery/Instrument etc by the supplier, training at Himachal Pharma Testing Lab Limited, method development and validation for parameters as mentioned in specifications at **Annexure-A**.

11. Details about the service centre for the quoted Equipment / Machinery/Instrument etc. in India may be mentioned.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**

**Acceptance**

We \_\_\_\_\_ read and accept the instructions to the tenderer; terms & conditions and all other documents as mentioned in the tender and shall comply with them strictly.

Name of Bidder \_\_\_\_\_ Signature

Address \_\_\_\_\_ Seal of firm:

\_\_\_\_\_

\_\_\_\_\_

Date:



**ANNEXURE: A (SPECIFICATION OF THE EQUIPMENT)**

Sr. No.	Tender ID	Item No.	Description	Qty.
1	HPTLL_2025_13	HPTLL_2025_13_01	Media preparation and De-aeration system for Dissolution Apparatus	1

**ITEM NO. HPTLL\_2025\_13\_01**

<u>Media preparation and De-aeration system for Dissolution Apparatus</u>
<b><u>Technical Specification:</u></b>
· The system should have the compliance with USP tool kit requirement of Media De-Aeration.
· The Media De-aeration system should be a portable/movable, automatic, dissolution Media De-aeration system.
· The system should have the capability to preheat, filter, measure, de-aerate and deliver dissolution media into six vessels.
· The control panel should be user friendly design with digital readout of actual media temperature and temperature set point.
· Pressure/ vacuum air pump – The air pump should be within the cart frame for quiet operation.
· The system should have the facility to measure and validate the volume, temperature, vacuum pressure and dissolved gases with the help of external validated tools to be quoted with main system.
· Dispense Head - The Head connects to the Dispense Tubing with quick disconnects. The Dispense Head is designed to interface with most of dissolution Test Stations available by different manufacturers.
· Heater Assembly - The heater should have an integral design comprised of the heater, element, temperature sensor, overload sensor and level sensor. Heating element of the heater with Teflon coating to avoid possible corrosion and reaction with media.
· Tank Capacity: the tank capacity should be min. 15 liters to cater 8 bowls and 14 bowls dissolution baths.
· The dispensing cycle for all the six or seven vessels should complete within less than 4.0 mins for quick and uniform temperature in all the vessels to meet latest USP guideline.
· The system should work in close loop so as to have the min media exposure so as to comply the USP TOOL Kit requirement of Media De-Aeration Norms.
· The media De-aeration should be performed under the vacuum
· Volume setting - The dispense volume should be user selectable from 250 to 1000 ml in 50 ml increments at ± 1% accuracy. The measure system should be factory calibrated and is easily recalibrated by the user at the site.

· External / inbuilt tank chemically inert & should be easily cleanable.
· Retractable Cord Reel / trolley to move within Laboratory
· The Instrument should be on its own circuit to prevent instrument problems and circuit overload.
· The system should De-aerate the surfactant media & should have print out provision.
<b>Data Handling system: -</b>
Suitable software CFR -21 Part II compliance.
Latest factory set, branded system with 22-223" Full HD monitor with Printer – B/w duplex, Lazer, Legal, A4-1200 dpi x 1200 dpi – up to 21 ppm- capacity with Network card and blue tooth facility.
<b>Documents and training:</b>
IQ, OQ and PQ documents
Calibration certificate with traceability should be done by the supplier every six month during the warranty and CMC period.
Onsite training at the time of installation. The system should be quoted with all accessories required to make it fully operation

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**Annexure: "B"**

## FORMAT FOR PERFORMANCE BOND/GUARANTEE

**(Undertaking from the supplier on a Non-Judicial Stamp Paper of requisite duly attested by Notary)**

In consideration for "Himachal Pharma Testing Lab Limited" (*hereinafter called HPTLL*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. \_\_\_\_\_ dated \_\_\_\_\_ (*hereinafter called 'the order'*) for supply of \_\_\_\_\_ (*here in after called 'the Equipment Item'*) to us Messrs \_\_\_\_\_ (*hereinafter called 'the supplier'*) on submission of a Performance Bond to the satisfaction of HPTLL for the due performance of the said order.

We, Messer's \_\_\_\_\_ hereby submit the FDR/DD No. \_\_\_\_\_ issued by \_\_\_\_\_ (Name of Bank) for \_\_\_\_\_ pledged in favour of Registrar, HPTLL as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by HPTLL by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of HPTLL in terms of the order.

We, the supplier, do hereby authorize HPTLL to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the HPTLL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the HPTLL by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof. We, the Supplier, undertake to pay to HPTLL any amount so demanded by HPTLL, notwithstanding:

- a) Any dispute or difference between HPTLL and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto; or
- b) The invalidity, irregularity or unenforceability of the order; or
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of HPTLL to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the Himachal Pharma Testing Lab Limited under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the CEO, Himachal Pharma Testing Lab Limited certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with HPTLL, that HPTLL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the HPTLL against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of HPTLL or any indulgence

by HPTLL to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/Guarantee will not be discharged due to the change in the constitution of the supplier. We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of HPTLL in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.

# HIMACHAL PHARMA TESTING LAB LIMITED

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CIN: U71200HP2023SGC010333

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## Annexure "C"

### **FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the CEO HIMACHAL PHARMA TESTING LAB LIMITED, (*hereinafter called HPTLL*)

having agreed to release the payment of net value as per terms and conditions of a concluded Order No.

\_\_\_\_\_ dated \_\_\_\_\_ (*hereinafter called 'the order'*) for supply of \_\_\_\_\_ (*hereinafter called 'the Equipment /Item'*) to Messrs\_ (*hereinafter called 'the supplier'*) on submission of a Bank Guarantee to the satisfaction of HPTLL for the due performance of the said order.

We, \_\_\_\_\_ (*hereinafter called 'the Bank'*) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by HPTLL by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of HPTLL in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from HPTLL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HPTLL by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding

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We, the Bank, undertake to pay to HPTLL any amount so demanded by HPTLL notwithstanding

- a). Any dispute and difference between HPTLL and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- a). The invalidity, irregularity or unenforceability of the order or
- b). Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of HPTLL to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of HPTLL under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, HPTLL confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full

of all the obligations of the bank hereunder and the bank will not, without prior written consent of HPTLL, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise. We, the Bank, will not counter claim or set off against its liabilities to HPTLL hereunder any sum outstanding to the credit of HPTLL with it.

We, the Bank, further agree with HPTLL , that HPTLL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the HPTLL against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of HPTLL or any indulgence by HPTLL to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of HPTLL in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order.

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**Annexure "D"**

## Tender Form (Technical Bid)

**Tender Subject:** .....

**Tender No.** .....

1	Name of Bidder	
2	Address of the Bidder	
3	PAN Number of the Bidder <b>(To be supported with the relevant documents)</b>	
4	GST No. of the Bidder <b>(To be supported with the relevant documents)</b>	
5	Name of the Proprietor /Partner/ Director/ Authorized Person of the Bidding Agency. • in case of a company Board Authority. ** in case of Partnership firm Authority letter from other Partners.	
6	Contact No.	
7	Email	
8	Experience Details <b>(To be supported with the relevant documents)</b>	
9	Tender Document Cost Details (In the form of <b>DD</b> in the name of Himachal Pharma Testing Lab Limited)	DD No. .... Dated ..... Amount in Rs. Five Thousand Only.
10	EMD Details (In the form of <b>DD</b> in the name of Himachal Pharma Testing Lab Limited)	DD No. .... Dated ..... Amount in Rs. ....

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CIN: U71200HP2023SGC010333

**Annexure "E"**

## **FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM**

To,

**THE CEO**

**Himachal Pharma Testing Lab Limited**

**Baddi, Solan H.P.**

**Sub.: Tender for "\_\_\_\_\_".**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory/office at \_\_\_\_\_, hereby authorize M/s \_\_\_\_\_ [name & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall \_\_\_\_\_ remain responsible for the tender/Agreement negotiated by M/s \_\_\_\_\_, jointly and severally.

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

\_\_\_\_\_  
\_\_\_\_\_  
**\*Specify in detail manufacturer's responsibilities the services to be rendered by**

M/s \_\_\_\_\_ are as under:

i) \_\_\_\_\_

ii) \_\_\_\_\_

[Specify the services to be rendered by the agent/distributor] In case duties of the agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[Name & Signature] For and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

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CIN: U71200HP2023SGC010333

**Annexure "F"**

## **DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER**

### **Self-Attested**

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of

\_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on

\_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Himachal Pharma Testing Lab Limited, and EMD / SD shall be forfeited.

DEPONENT

**Attested:**

**(Stamp of Company with authorized sign)**

Name \_\_\_\_\_ Address \_\_\_\_\_

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**Annexure: "G"**

## CERTIFICATE OF WARRANTY

- i) .I/We certify that the warranty shall be for a period of \_\_\_\_\_ years for \_\_\_\_\_ and starting from the date of satisfactory installation, commissioning and handing over of the Equipment /Item and of the works conducted therewith covered under the supply order in working order. During the **warranty period, I/we shall provide free "after sale service" and the replacement of any part(s)** of the Equipment /Item or rectification of defects of work of the Equipment /Item will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the Equipment /Item for 60 days at HPTLL, Baddi premises. The benefit of change in dates of the warranty period shall be in the interest of the us/your organization.
- ii). During the warranty period, we shall provide at least once in a quarter for **preventive maintenance visits**.
- iii). Uptime Guarantee: During the warranty period, we will be responsible to maintain the Equipment /Item in good working conditions for a period of 03 years.
- a). All complaints will be attended by us within 2 working days of receipt of the complaint in our office. In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
- b). **Penalty:** We shall pay a penalty equivalent to **0.5 % of the FOB/CIF** value of the Equipment /Item for every week or part thereof delay in rectifying the defect.
- Note: The right to accept the reason (s) for delay and consider reduction or wave off the penalty for the same shall be at the sole discretion of HPTLL, Baddi HP**
- iv). We certify that the Equipment /Item being/ quoted is the latest model and that spares for the Equipment /Item will be available for a period of at least ten years and we also guarantee that we will keep the organization informed of any update of the Equipment /Item over a period of ten year.
- v). We guarantee that in case we fail to carry out the maintenance within the stipulated period HPTLL, Baddi reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- vi). We shall try to repair the Equipment /Item at HPTLL, Baddi premises itself. However, the Equipment /Item will be taken to our site on our own expenses in case it is not possible to repair the same at HPTLL, Baddi. We shall take the entire responsibility for the safe custody and transportation of the Equipment /Item taken out for repairs till the Equipment /Item is rehabilitated to the HPTLL, Baddi after repair Any loss of Equipment /Item or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to HPTLL, Baddi for such losses at the FOB/CIF value for the damaged/lost Equipment /Item part, including accessories.
- vii). We undertake to perform calibration after every major repair/breakdown/taking the Equipment /Item for repair out of HPTLL, Baddi premises.
- viii). In case of extended warrantee, we undertake to carry out annual calibration of the Equipment /Item.
- ix). We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- x). We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- xi). We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

**Signature & Seal of the Manufacturer/Tenderer**

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CIN: U71200HP2023SGC010333

Annexure-“H”

## Tender Form (Financial Bid)

Tender Subject: .....

Tender No.: .....

<b>Name of Bidder:</b>						
<b>Address of the Bidder:</b>						
<b>Sr. No.</b>	<b>Item No.</b>	<b>Description of Item (with Make and Model)</b>	<b>Unit</b>	<b>Approx Qty</b>	<b>Estimated Rate per unit in Rs</b>	<b>Estimated amount in Rs</b>

**Signature of Bidder with Date & Seal**

**Note:** The rate quoted above including all applicable Taxes, Freight, Installation, Commissioning and all other applicable taxes.

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CIN: U71200HP2023SGC010333

Annexure-“I”

## 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 : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

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CIN: U71200HP2023SGC010333

Annexure-“J”

## Proforma of 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 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.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) **Bill of Loading/Air Way Bill/Railway**

Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) **Name of the vessel/Transporter:** \_\_\_\_\_

(g) **Name of the Consignee:** \_\_\_\_\_

(h) **Date of commissioning and proving test:** \_\_\_\_\_

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

Sl. 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:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawing pursuant to Technical Specification.

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 amount of recovery on account of failure of the supplier to meet his contractual obligations is Rs-----(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.