

# TENDER DOCUMENT

**SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF**

**AUTOCLAVE AND INCUBATOR FOR  
MICROBIOLOGY LAB AT KHARGHAR ,  
MAHARASHTRA**



**PROJECTS DIVISION,  
HLL LIFECARE LIMITED**

(A GOVT. OF INDIA ENTERPRISE)

Corporate and Registered Office:

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012, Kerala, India

Phone +91 471 2354949 / 2775500/ 2775588

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

**DECEMBER 2017**

## **HLL LIFECARE LIMITED**

(A Government of India Enterprise)  
Projects Division  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588

### **INVITATION FOR BIDS (IFB)**

**IFB No : HLL/CHO/PROJ/HCS/KHA-MAH/EQP/2017-18**

**Date : 30-12-2017**

HLL Lifecare Limited (HLL), a Government of India was started a clinical microbiology lab at Kharghar, Maharashtra. As part of the project, sealed and super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the supply of following items meeting the requirements as per our tender.

Sl. No	Brief Description of Item/Work	Qty	EMD in Rs
	Supply, Installation, Testing and Commissioning of following items for Microbiology Lab At HLL Major reference Lab , Kharghar, Maharashtra		Rs 6,000/-
1	Autoclave	1Nos	
2	Incubator	1Nos	

2. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The scheduled date for issue, receipt and opening of bids is as follows.

- Date of issue of tender document - 30-12-2017 onwards
- Last date and time for receipt of bids - 17-01-2018 up to 15.00 Hrs.
- Date and time of opening of bids - 17-01-2018, 15.30 Hrs.
- Address for communication, receipt and place of opening of bids:

#### **SENIOR MANAGER (PROJECTS),**

Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588

E-mail: [harikrishnankp@lifecarehll.com](mailto:harikrishnankp@lifecarehll.com), choprojects@lifecarehll.com

3. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on - ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favor of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
4. In addition to the invitation for bids, the bidding documents include the following schedules.

SCHEDULE-	I	:	Conditions of Bid
SCHEDULE-	II	:	Detailed specification of item
SCHEDULE-	III	:	Credentials of Contractor
SCHEDULE-	IV	:	Acceptance of all conditions/specifications
SCHEDULE-	V	:	Format for Quoting
SCHEDULE-	VI	:	Conditions of Contract.
5. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause '2 (d)' above.
6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
7. The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the bid without assigning any reason thereof.

**SENIOR MANAGER (PROJECTS)**

**SCHEDULE I**  
**CONDITIONS OF BID**

**1. Definitions**

- a. **“Invitation For Bid”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“Purchaser”** shall mean HLL Lifecare Limited, (Thiruvananthapuram) or its units thereof.
- c. **“Bidder”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- d. **“Supplier”** shall mean the bidder whose bid has been accepted and shall also include his successors and assigns, agents and representatives.
- e. **“Contract”** means signed acceptance of the Letter of Intent, if issued, and order by the supplier.
- f. **“Site”** means the Purchaser’s facility at clinical microbiology lab at HLL Kharghar, Maharashtra.

**2. Bid Information and Period of Validity**

- 2.1 The Bid must include the following information;
  - a. Enquiry No,
  - b. Promised Delivery Schedule for each item/work.
  - c. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
  - d. All information requested in the specifications, dimensional drawings, technical literature describing the make offered, material etc., as specified in the bid document.
  - e. A priced, recommended spare parts list for two-year operations.
  - f. EMD.
  - g. The Price should be quoted as per the following:
    - 1) The Bidder shall indicate all prices including basic price, the relevant taxes including GST, if any, duties, other levies, packing & forwarding charges, charges for inland transportation and other local costs incidental to delivery of the goods to supplier’s site, etc. on the appropriate price schedule (FORMAT FOR QUOTING) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents. Civil work is excluded from the scope of the supplier. The Supplier has to provide detailed drawings for any civil work to be done well in advance.

- 2) Bidder must quote for unit price and total price based on the requirement shown in the bid document.
  - 3) Price should be firm without any escalation on any account till the order is completely fulfilled.
  - h. All other documents/certificate/information as specified in the bid document.
- 2.2 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser.

### **3. Format and Signing of Bid**

- 3.1 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid.
- 3.2 Bids shall be made in English.
- 3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

### **4. Submission of Bids**

#### **Sealing and Marking of Bids**

- 4.1 The bids should be submitted in duplicate. The Bidder shall seal the original and each copy of the bid in an inner and then in an outer envelope, duly marked the envelopes as “original” and “copy”.
- 4.2 The inner and outer envelopes shall be:

- (a) Addressed to the Purchaser in the following address, and

**SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: [harikrishnankp@lifecarehll.com](mailto:harikrishnankp@lifecarehll.com), choprojects@lifecarehll.com

- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ---  
----- (Indicate the Closing Date).

- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.

#### **Deadline for submission of Bids**

- 4.5 The bids will be received by the Purchaser in the above given address (4.2.a) not later than the date and time specified in the Invitation for Bids. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of Senior Manager (Projects), in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

#### **5. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Purchaser.

#### **6. Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment.

- 6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment in to account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

## **7. Bid Opening by Purchaser**

- 7.1 The Purchaser will open bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names, the presence or absence of the requisite EMD and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Purchaser will prepare appropriate bid opening register and the same shall be signed by each of the bidders present during the opening of the bids and the Purchaser.

## **8. Clarification of bids**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **9. Preliminary examination**

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors, have been made whether required EMD has been furnished whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The purchaser's determination of a

bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 9.3 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.4 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.5 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

## **10. Evaluation and comparison of bids.**

- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.
- 10.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.

## **11. Post – qualification**

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of



the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

## **12. Award Criteria**

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

## **13. Notification of Award**

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing or by cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intend and/or Work order.
- 13.2 The signed acceptance of the notification of award by the Supplier will constitute a concluded contract.
- 13.3 Upon the successful Bidder's furnishing of Security Deposit, the Purchaser will discharge EMD submitted by unsuccessful bidders.

## **14. Security Deposit**

- 14.1 Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a nationalized bank drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram or a Bank Guarantee from a nationalized bank, for an amount equal to 5% of the total price on the value of the contract as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the Equipment/works by the Purchaser and will be released after acceptance of the Equipment by the Purchaser and against submission of Performance Guarantee in the form of cash deposit or bank guarantee by the Supplier.
- 14.2 Within 21 days of the receipt of notification of award of work order from the Purchaser; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification Of Award.
- 14.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the

EMD, in which even the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

## **15. Earnest Money**

15.1 Each bid must be accompanied by E.M.D.

15.2 The EMD is required to protect the Owner against risk of Bidder's conduct, which would warrant the security's forfeiture

- a. The EMD shall be in the form of Demand Draft from a nationalised bank drawn in favour of Hindustan Latex Ltd, Poojappura, Thiruvananthapuram payable at Thiruvananthapuram.
- b. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
- c. In the case of successful bidder, the Earnest Money will be returned after signing the agreement and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.

15.3 The EMD may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or
- b. In case of the successful Bidder, if the Bidder fails:
  - (i) to sign the Contract .
  - (ii) to furnish security deposit .

## **SCHEDULE II**

### **SPECIFICATION**

Sub: Supply, Installation, Testing and Commissioning of Autoclave and Incubator items for Microbiology Lab at HLL Major Reference lab, Kharghar, Maharashtra

#### **I. Requirement**

##### **1. AUTOCLAVE**

- The Vertical Autoclave should have Chamber Capacity of 75 to 80 ltr.
- The Unit should be able to accommodate dressing drums of size 15" x 12" with separator
- The Vertical Autoclave external dimension shall be 660 to 700 mm Length X 480 to 500 mm Breadth X 890 to 900 mm Height (with Lid closed).
- The units internal chamber, cover lid and all wetted parts should be fabricated from stainless steel of 304 grade.
- The Vertical Autoclave's all joints should be smooth finished for crevice free internals.
- The chamber should be hydrostatically tested at 1.5 times of its working pressure.
- The outer body should be made up of MS sheet with heat cured epoxy coating on both sides.
- The cover lid should be equipped with single lever lock mechanism and lever handle molded from Industrial grade plastic.
- The lid cover should be provided with auto purge cum vacuum breaker valve and a manually operable valve for exhaust.
- The unit should have a solenoid valve for additionally purging the air & normal exhaust.
- The Vertical Autoclave should have stainless steel pressure gauge with dual range dial display in KPA and PSI along with a correlated temperature scale for steam in degrees Celsius.
- The operations of the unit should be controlled by a microprocessor based controller.
- The user should be able to set the temperature up to 122oC in steps of 0.1 o C each.
- The user should be able to set the Sterilization hold time in steps of 1 minute each.
- The timer range should be up to 95 mins.
- In case of abrupt power failure / switching off, the Last Cycle which was set should remain in the memory.

- The display for the parameters should be Two line Alpha-Numeric digital display.
- The unit should be equipped with Low Water Detection unit and should give Audio- Visual alarm in case of Low Water in the chamber and cut off the supply to the heater.
- The unit should have safety valve to protect the equipment in case of over pressurization.
- The cover should be equipped with pressure interlock device. Also the heater should not start if the cover is open.
- It should be provided with safety cut-out for high temperature.
- The unit should give indication by audio-visual alarm on completion of set autoclave cycle.
- The electrical safety should be ensured by inbuilt MCB.
- The unit should be mounted on 04 Nos. PU coated castors out of which atleast 2 should have locking mechanism
- The Vertical Autoclave is pressure equipment & hence from safety point of view chamber should be designed as per ASME guidelines & Should PED certified.
- The Vertical Autoclave should be CE certified.
- Supply Voltage: 230 V AC, 50 HZ, Single phase.
- Calibration reports with NABL traceability.
- Manufacturer shall be ISO 13485 certified & should submit photocopy for the same.

Local Service Setup for prompt and efficient post sales support.

## **2. LAB INCUBATOR**

### Construction:

- It should have Chamber capacity of 150ltr.
- It should have Internal dimensions (L x D x H): 500 x 500 x 600 mm
- It should have Exterior construction of mild steel plate with heat cured epoxy coating.
- It should have Chamber thickness of at least 1mm.
- It should have Interior construction of stainless steel.
- It should be provided with Frameless tempered safety glass inner door enables easy monitoring without variation in temperature.
- It should have Special Quartz tube enclosed heaters for safety and efficient heating
- It should be provided with SS Wire Mesh Shelves 3 nos, adjustable height in steps of 25 mm.
- It should be provided with Seamless round cornered internal chamber ensures easy cleaning.
- It should have Eye level door mounted controller for easy access and check operating status.

- It should have internal circulating fan.
- It should have Solid and plain bottom without electrical.
- It should have Digital PID temperature controller with PT100 sensor for precise monitoring & control
- Controller should be Equipped with timer, auto tuning and alarms.
- Controller should have seven segment LED display.
- Incubator Temperature range: ambient +5°C to 70°C
- Control accuracy  $\pm 0.5^{\circ}\text{C}$

#### Safety Features:

- It should have independent over temperature safety protection.
- It should have over current protection.
- Inner glass door should of High tempered safety glass of 5mm.
- Incubator should be CE certified

Supply Voltage: 230 V AC, 50 HZ, Single phase.

Calibration reports with NABL traceability.

Manufacturer shall be ISO 13485 certified & should submit photocopy for the same.

Local Service Setup for prompt and efficient post sales support.

## **GENERAL CONDITIONS**

1. The unit should be complete with all accessories and interconnections.
2. Prior successful experience in supplying the machines for similar applications. The name of the client, date of supply, its performance and other relevant details shall be indicated.
3. The supplier should submit 3 copies of the following documents relevant to his scope of work, two weeks prior to the commissioning of the unit, free of cost.
  - a. Instruction/Testing/Operation manual (3 copies)
  - b. Maintenance manual/Lubrication Chart (3 copies)
  - c. All final drawings - Electrical, mechanical and civil (3 copies)
  - d. Relevant Test Certificates, Guarantee Certificate for each item of equipment.
  - e. Catalogue and literature on bought outs (3 copies)
  - f. Any other related documents
4. All electrical parts and control panel shall be conforming to and shall be done as per relevant BIS and any other standard stipulated by Electrical Inspectorate.
5. All the bought out items should be of standard and reputed make.
6. All parts, which will affect the product quality, should be made of SS 316. The equipment and its accessories other than SS parts shall be painted with epoxy paint after proper surface treatment.
7. Utility requirements (Quality, Quantity, rating etc.) for the equipments shall be indicated in the bid.
8. Calibration certificates with traceability to National Standards shall be supplied for all the instruments coming under the scope of supply of supplier.
9. The bidder should attach to their bid detailed specifications, catalogues and other details of all the equipments quoted by them.
10. The supplier should submit necessary test certificates of the equipment.
11. Any deviations from the bid documents shall be clearly indicated.

### SCHEDULE III

#### CREDENTIALS OF CONTRACTORS

- a. Particulars of prior experience in similar contracts / if any, successfully executed should be entered in the form given below.

Item No.	Name of customer	Name, performance and period of execution, together with its value.

- b. The performance certificate from the client(s) may also be attached.
- c. Reference/Certificates from your Bankers about your financial position.
- d. List of equipment and Infrastructure facilities, which you intend to use on this work, to be attached.
- e. List of other customers

#### **Certificates**

I / We hereby certify that the information given above is correct. If, at any stage, it is found to be incorrect, I / We understand that the contract will be liable to be terminated/rescinded and action could be taken against me/us by the Company for damages.

**SIGNATURE (S) OF BIDDER**

## SCHEDULE IV

### ACCEPTANCE FORM

*(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)*

From

To

**SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: [harikrishnankp@lifecarehll.com](mailto:harikrishnankp@lifecarehll.com), choprojects@lifecarehll.com

Dear Sir,

I / We, hereby offer to supply/erect/validate/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till 90 days after the date of bid opening. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

**Signature of the Bidder**



## SCHEDULE V

### FORMAT FOR QUOTING

Sl. No.	Short Description	Prices each Ex-works including Excise and other duties	G.S.T. other taxes if any	Packing and Forwarding	Freight by rail/road	Total price each F.O.R HLL Site	Remarks
1	Autoclave as per tender specifications						
2	Incubator as per tender specifications						
Grand Total							

NOTE: The columns may be filled as is applicable in each case.

Signature of the bidder

**NB** The bidder may refer the Specifications, Terms & conditions before filling this format. The bidder should indicate the calculations/assumptions/split ups to arrive at the final price.

## SCHEDULE VI

### CONDITIONS OF CONTRACT

#### 1. Price

Price quoted should be firm without any escalation till the order is completely executed. The offer should, inter-alia, include the following breakups: (in the prescribed Performa).

- a. Total price for supply with unit rate F.O.R. HLL Lifecare Limited, Thiruvananthapuram.
- b. Transportation charges up to Project Site including unloading and leading charges, insurance etc.
- c. Erection, Testing, validation and commissioning charges.
- d. Total turnkey work charges.

#### 2. Taxes/Duties/Levies

All central, state, municipal taxes, duties and levies payable shall be shown by the bidder separately in the Bid. The Purchaser will issue necessary 'C' Form, if required. If delivery is delayed beyond the time stipulated in the order and the above rates go up or new levies imposed during this period of delay, the extra cost so incurred shall be borne by the Supplier.

Note:

The term 'Equipment' means the final and complete equipment/machinery as ordered and does not mean raw material, components, consumable, etc. required for the work. The Purchaser shall not be liable to pay any tax/duty/levy incurred during the transactions between the Supplier and his sub-suppliers and or Agents.

#### 3. Insurance

The Supplier shall arrange insurance coverage for transit, storage and erection.

#### 4. Delivery/Completion Period

The equipment and its accessories should be supplied, installed, tested and commissioned at Purchasers site within **4 WEEKS** from the date of notification of award.

Time being the essence of the Contract, the delivery, stipulated should be strictly adhered to. Delay in delivery/non delivery of the equipment will cause loss and/or damage to Purchaser. The delivery period shall be counted from the date of

sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or order).

## **5. Terms Of Payment**

The payment terms are as follows

- a) 90% of the total contract value against supply Installation testing and commissioning of equipments at site.
- b) Balance 10% of the total contract value of the equipment will be paid against submission of Performance Bank Guarantee (from a nationalized bank) equal to 10% of the contract value valid for one year.

## **6. Liquidated damages for delays**

If the equipment is not supplied to the purchaser within the time stipulated in the Order, Purchaser may at their option, either (1) recover from the Supplier liquidated damages at the rate of 0.5 % of the total contract value for every week of delay, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Supplier and without prejudice to the other remedies/rights as per the Contract, terminate the order wholly or partially and complete it themselves or reassign it to other Suppliers.

## **7. Inspection And Testing**

Purchaser shall have the right of access to the Supplier's works at all reasonable time to inspect and measure the progress of execution of the Order. The Supplier should make available all tools, instruments, apparatus, equipment, facilities, services and materials to enable the Purchaser's nominee to carryout such inspection/tests without obligations. Notwithstanding such tests/inspection conducted at the Supplier's works from time to time, goods under the Order shall not be despatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to despatch are specifically provided for in the order, sufficient advance notice shall be given to the purchaser for the purpose, and as a consequence of such inspection, if necessary, the Supplier shall arrange re-work at his own cost. Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the Order.

## **8. Performance Guarantee**

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within a period of 12 months from the date of successful commissioning, the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

Even if Inspection and/or tests are fully carried out by Purchaser or their representatives, the Supplier is not absolved to any degree of his responsibility to ensure that all equipment and materials supplied comply strictly with the requirements as per specifications given in the order, and the Purchaser shall be free to point out any defect till the guarantee period is over.

Simultaneously with the successful completion of the contract, supplier shall furnish a Performance Bond in the form of a Demand Draft or a Bank Guarantee from a nationalized bank or from balance payment to be paid to the supplier as per contract, acceptable to the purchaser, for an amount equal to 10% of the total price on the value of the contract as Deposit for his faithful execution of Performance Guarantee. The Performance Bond should be valid for the Guarantee Period.

## **9. Scope of Services, Supplies and Materials:**

The scope will include all services, supplies etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

## **10. Force Majeure**

- a. Neither the Supplier nor the Purchaser shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Supplier shall advise Purchaser initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser shall not be liable to consider delays due to the above reasons.

Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser and no acceptance of the same has been given and detailed order issued.

- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

## **11. Assignment And Subletting**

No assignment and subletting of whole or part of the order shall be permitted except with prior approval of purchase obtained in writing.

## **12. Correspondence**

All correspondence relating to this enquiry shall be in English, to:

**SENIOR MANAGER (PROJECTS),**  
Projects Division,  
HLL Lifecare Limited (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012,  
Kerala, India  
Phn: 0471- 2354949, 2775588  
E-mail: [harikrishnankp@lifecarehll.com](mailto:harikrishnankp@lifecarehll.com), choprojects@lifecarehll.com

## **13. Indemnification Clause**

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

## **14. Technical Documents**

Supplier shall furnish 3 copies of the following documents to the Purchaser relevant to his scope of work, free of cost,

- a. Instruction/Testing/Operation/Service manual, lubrication charts, load-bearing details etc.

- b. Reproducible of all final drawings – electrical, mechanical and civil, P&I Diagram.
- c. Relevant Test Certificates, Guarantee Certificate for each item of equipment.
- d. Catalogue and literature on bought outs
- e. Any other related documents

#### **14. Entirety Of The Agreement**

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

#### **16. Settlement of Disputes**

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The contract shall be deemed to have been concluded at Thiruvananthapuram, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Thiruvananthapuram.