

एचएलएल लाइफ़केयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम)(A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडापी.ओ. PEROORKADA. P.O,  
तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005  
PHONE NO:0471 2437270; FAX NO:0471 2435013;  
EMAIL: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com),

TENDER NO: HLL/PFT/PUR/ATM/2016-17  
26.10.2016

## GLOBAL INVITATION FOR BIDS

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF 4 SETS  
AUTOMATIC CONDOM TESTING MACHINES**

FOR

**HLL LIFECARE LIMITED,  
PEROORKADA FACTORY,  
THIRUVANANTHAPURAM  
KERALA STATE, INDIA**

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**GLOBAL INVITATION FOR BIDS (IFB)**

IFB No. : HLL/PFT/PUR/ATM/2016-17  
Date : 26 -10 - 2016

HLL Lifecare Limited (HLL), a Government of India Enterprise, is planning to procure four Automatic Condom Testing machines for its production facility at Peroorkada, Trivandrum, Kerala State, India. Sealed and Super scribed bids are invited from competent and experienced Manufacturers/ Suppliers who are capable to do the following work meeting the requirements as per our tender.

SI No	Brief Description of Item/Work	Qty	Estimated Cost (PAC)	EMD Amount
1	Supply, Installation, Testing and Commissioning of Automatic Condom Testing machines at our Peroorkada Factory, Trivandrum, Kerala State, India.	4 Sets	Rs 120 Lakhs	USD 3600 (INR 2.40 Lakhs)

2. Eligibility criteria for Bidders

- The Bidder should be an Original Equipment Manufacturer (OEM) of the machine with a minimum experience of 5 years in this field.
  - The Bidder should have supplied at least 4 (Four) units of same machines in the last 3 years to reputed condom manufacturers. Certificate from each Client shall be attached separately.
  - Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 3 Crores or USD 450000.
  - HLL reserves the right to do inspection of the machine/s at manufacturer's works and assess the suitability of the machine to purchaser's requirements before technically qualifying the bidder and HLL's decision on the same will be final & binding on the bidder.
3. A complete set of bid documents can be had from the office of the Senior Manager (Purchase), HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram – 695 005 during office hours on any working day on submission of a written application.

The Tender Documents can also be downloaded from our Website [www.lifecarehll.com](http://www.lifecarehll.com) from the date of issue of tender document.

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Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

4. The scheduled date for issue, receipt and opening of bids is as follows.
  - a) Date of issue of tender document - 26-10-2016 onwards.
  - b) Last date and time for receipt of bids - 25-11-2016 upto 15.00 Hrs.
  - c) Date and time of opening of bids - 25-11-2016, 15.30 Hrs.
5. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids.
6. Address for communication, receipt and Place of opening of bids.

SENIOR MANAGER (PURCHASE),  
HLL LIFECARE LIMITED  
Peroorkada Factory, Peroorkada. PO,  
Thiruvananthapuram – 695005,  
Kerala, India  
Phn: 0471 – 2435325, 2435013  
E-mail: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com), [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
Website URL: [www.lifecarehll.com](http://www.lifecarehll.com)
7. The completed bid documents and all schedules should be submitted to **Senior Manager (Purchase)** in the above address along with sealed bids and the EMD. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected. 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 “6” above.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
9. HLL 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 HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. HLL 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 any of the electronic media such as Telex /Fax /Telegraph/e-mail will not be entertained.**
10. 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 tender without assigning any reason there of.

SENIOR MANAGER (PURCHASE)

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## **CONTENTS OF BIDDING DOCUMENTS**

### **BID DOCUMENTS**

#### TECHNICAL BID

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2.	SCHEDULE - B	SPECIFICATIONS	17-20
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#### PRICE BID

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SCHEDULE – A

### **PREQUALIFICATION REQUIREMENTS**

- 1) The Bidder should be an Original Equipment Manufacturer (OEM) of the machine with a minimum experience of 5 years in this field.
- 2) The Bidder should have supplied at least 4 (Four) units of same machines in the last 3 years to reputed condom manufacturers. Certificate from each Client shall be attached separately.
- 3) Average annual financial turn over of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 3 Crores or USD 450000.
- 4) HLL reserves the right to do inspection of the machine/s at manufacturer's works and assess the suitability of the machine to purchaser's requirements before technically qualifying the bidder and HLL's decision on the same will be final & binding on the bidder.
- 5) Power of Attorney in case an authorized representative has signed the tender.
- 6) The duly signed acceptance form conforming that all terms & conditions, technical specifications, drawings & volume of job are understood by the bidder. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed)
- 7) Deviation if any, giving reasons for the deviation.
- 8) Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

**Note:** - HLL does not bind itself to accept the lowest or any tender, and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

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**APPLICATION FOR PREQUALIFICATION**

**Name of Item/Work:**

Supply, Installation, Testing and Commissioning of 4 Sets of Automatic Male Condom Testing machines at our Peroorkada Factory, Peroorkada, Trivandrum, Kerala State, India.

A. Name of Contractor/Firm/Company :

1. Postal address :

2. Telephone No.: FAX : E-Mail :

3. Year of commencement of Contract/Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary or partnership firm :

2. Name of Managing Partner :

3. Name of other partners :

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited Company :

2. Name of Managing Director :

3. Names of other Directors :

Note: Attested copy of Company Registration deed to be enclosed.

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D. The Bidder should be an Original Equipment Manufacturer (OEM) of the machine with a minimum experience of 5 years in this field.

Please submit a brief profile of the OEM in support of the above, giving the details of manufacturer (including client name, order value etc.).

E. The Bidder should have supplied at least 4 (Four) units of same machines in the last 3 years to reputed condom manufacturers.

Enclose 2 completion certificates from the client certified that the similar machines are installed and commissioned at their site successfully and is working satisfactorily. The Client list shall be enclosed.

Note: Details to be furnished in **Annexure I**

F. Total number of ongoing installations or orders in hand for similar machines

Note: Details to be furnished in **Annexure II**

G. Has the Contractor/ Firm/Company ever been black listed by the Govt. /or the registering authority.

i) If so, give the period and details.

H. Average annual financial turn over of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 3 Crores or USD 450000.

a. Annualized turn over of the Contractor/Firm/Company in the last 3 years ending 31.03.2016

1. 2013 - 2014:	INR.	Or USD
2. 2014 – 2015:	INR.	Or USD
3. 2015- 2016:	INR.	Or USD

Note: Details to be furnished in **Annexure III**

I. Details of organization :

1. Technical personnel

i) No. of graduate Engineers :

ii) No. of Diploma holders :

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2. Non Technical Management

(Details to be enclosed in **Annexure IV**)

J. Technical Specification: in **Annexure V** (filled and enclosed)

K. Completion Period: in **Annexure VI** (filled and enclosed)

L. CERTIFICATE as per **Annexure VII**

I/We hereby certify that the details given in the application form and Annexure I to Annexure VII are correct to the best of my/our knowledge. I /We have no objection in contacting any of our clients for reference.

Signature

Name and address of the Party

Place:

Date:

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ANNEXURE - I

DETAILS OF ORDER FOR SIMILAR MACHINES (AUTOMATIC MALE CONDOM TESTING MACHINES) EXECUTED DURING THE LAST 5 YEARS				
Sl. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value of works completed	Period of Completion with dates (in months)

**NOTE:**

THE BIDDER SHOULD HAVE SUPPLIED AT LEAST 4 (FOUR) UNITS OF SAME MACHINES IN THE LAST 3 YEARS TO REPUTED CONDOM MANUFACTURERS.

ENCLOSE COMPLETION CERTIFICATES FROM THE CLIENTS' CERTIFIED THAT THE SIMILAR MACHINES ARE INSTALLED AND COMMISSIONED AT THEIR SITE SUCCESSFULLY AND IS WORKING SATISFACTORILY. THE CLIENT LIST SHALL BE ENCLOSED.

SIGNATURE OF BIDDER

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ANNEXURE - II

TOTAL NUMBER OF ONGOING INSTALLATIONS OR ORDERS IN HAND FOR SIMILAR AUTOMATIC MALE CONDOM TESTING MACHINES			
Sl. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity, completion time etc.	Value of works

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**ANNEXURE III**

**(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE CONTRACTOR/FIRM/COMPANY IN THE LAST 3 YEARS ENDING 31-03-2016)**

2013 - 2014: INR. Or USD

2014 – 2015: INR. Or USD

2015 - 2016: INR. Or USD

**(Enclose audited Balance sheets in proof for the above period)**

**Note:** Average annual financial turn over of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 3 Crores (USD 450000).

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**ANNEXURE-IV**

**DETAILS OF ORGANIZATION**

Sl. No	Name & Postal Address	Date of Birth	Qualification	Total experience in years	Name of organization served showing position held and period of service in each position
1.	<b>A.ENGINEERING PERSONNELS</b>				
2.					
3.					
4.					
5.					
6.					
1.	<b><u>B. MANAGEMENT (NON TECHNICAL)</u></b>				
2.					

Attach an organization chart

**SIGNATURE OF BIDDER**

**ANNEXURE-V**

**(ENCLOSE DETAILED TECHNICAL SPECIFICATION OF AUTOMATIC MALE  
CONDOM TESTING MACHINES OFFERED AGAINST THIS TENDER INCLUDING  
THE DIMENSION OF THE MACHINES, THEIR UTILITY REQUIREMENTS,  
DETAILED MACHINE CATALOGUES, WARRANTY PERIOD ETC. COMPLETE)**

**SIGNATURE OF THE BIDDER WITH SEAL**

**ANNEXURE-VI**

**DELIVERY TIME / COMPLETION PERIOD**

**SIGNATURE OF THE BIDDER WITH SEAL**

**Note: - The vendor should have the capacity to manufacture and deliver the quoted machines (4 sets) to HLL Lifecare Limited within a period of 3 months from the date of receipt of confirmed order.**

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**ANNEXURE VII**

**CERTIFICATE**

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

**SIGNATURE (S) OF BIDDER WITH SEAL**

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

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**CHECK LIST FOR TECHNICAL BID**

SI No.	Item	Yes/No	Remarks
1	Are you an original manufacturer of Automatic Male Condom Pinhole Testing machines. Submit proof with supporting documents.		
2	Enclosed EMD as prescribed in the tender		
3	Application of Pre-qualification duly filled, signed and sealed by the tenderer		
4	Enclose completion certificates from the clients (Reputed condom manufacturers) certified that the similar machines are installed and commissioned at their site successfully and is working satisfactorily.– <b>Annexure I</b>		
5	Enclosed Details of ongoing Orders under execution – <b>Annexure II</b>		
6	Enclosed Turnover Details – <b>Annexure III</b>		
7	Enclosed Details of Organization – <b>Annexure IV</b>		
8	Enclosed Technical Specification including Catalogue of machines – <b>Annexure V</b>		
9	Attached Delivery/Completion Period (Minimum time required to deliver the entire machines from the date of receipt of confirmed order) – <b>Annexure VI</b>		
10	Enclosed Certificate signed and sealed – <b>Annexure VIII</b>		
11	Declaration accepting Terms & Conditions as per <b>Schedule H</b>		
12	Attached Detailed list of spares for 2 Years operation		

**SIGNATURE OF THE BIDDER WITH SEAL**

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SCHEDULE – B

Sub: Supply, Installation, Testing and Commissioning of 4 sets Automatic Condom Testing Machine as per the specifications given below at our Peroorkada Factory, Peroorkada, Trivandrum, Kerala State – reg.

**1. Specifications**

Quantity	: 4 nos.
Product to be tested	: Natural Rubber Latex Male Condoms
Application	: For high voltage dry testing of Male Condoms for thin spots & pinholes and sorting them to good and reject into separate bins.
Testing Capacity	: 38 to 45 pcs/minute; inverter adjustable
Input Power	: 380-440V AC. 3 phase. 50 Hz
Test Voltage	: 400 – 3000 VDC
Test Current	: 5- 1000 $\mu$ A

Test Mandrels shall be suitable to test following size of male condoms:

- a) Width – 49 +/- 2 mm, Length – 170 mm (Min), Thickness – 0.045 to 0.08 mm
- b) Width – 53 +/- 2 mm, Length – 180 mm (Min), Thickness – 0.045 to 0.08 mm

Process Average for pinholes: should be less than 0.15 AQL

Process Average for tight rolling & Visual defects: should be less than 1.5 AQL

Final Wastage (Throw away) from covering operations: should be less than 0.25%

The tested condoms have to be rolled using proper mechanism ensuring that the rolled condoms are not damaged and need to be separated into accepted and rejected pieces. The no. of pcs accepted, rejected and the total pcs tested are to be displayed.

Machine should consist of monitoring systems that give real time feedback to Operator, empty mandrels, partially loaded condoms, overstretched condoms onto mandrels, loading efficiencies, total productivity, alarms, downtime in seconds, stoppages etc. The machine should ensure hundred percentage selectivity of condoms.

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**Each machine should feature the following:**

- 1) High voltage dry testing system up to 3000 Volts.
- 2) Two independent testing stations and each station has an output of 38 to 45 pieces per minute.
- 3) Total nominal output of machine 220-250 gross/8hrs.shift
- 4) Each side has 6-8 mandrels for male condoms on a turntable. The mandrels are to be made of SS304.
- 5) Synchronized rolling arrester for improved condom rolling.
- 6) Current and voltage to be displayed and adjustable with password security.
- 7) The condoms are to be tested and separated into good or reject and collected in separate bins.
- 8) Suitable Monitoring system for the machine
- 9) Speed freely adjustable, using 2 inverters/machine
- 10) No. of operators per machine – 2
- 11) Power supply: 380-440V AC. 3 phase. 50 Hz
- 12) Compressed air: 4to 5 kg/sq.cm
- 13) All safety measures shall incorporate with each machine.
- 14) All electrical, pneumatic and mechanical components shall be of internationally reputed make.
- 15) All electrical wirings shall conform to international electrical standards.

**2. Specific Conditions**

1. The bidder should indicate the utility requirements such as electrical/compressed air etc. in their offer. HLL will provide utilities such as air, power etc. at a distance of 5 meters from the machine.
2. The machine should include necessary safety guards, safety provisions, safety alarms etc.

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3. Machine should consist of monitoring systems that give real time feedback to Operator on machine performance, total productivity, alarms for trouble shooting and safety, downtime in seconds, stoppages etc.
4. Machine shall be complete with VFD drives, PID controls, sensors for smooth operations, safety alarms etc.
5. The machine shall be suitable to run in Indian electrical ratings as follows:  
Power supply: 415 V  $\pm$  5%, 50 Hz (3 Phase)
6. All electrical, pneumatic and mechanical components shall be of internationally reputed makes.
7. All electrical wiring shall conform to International Electrical standards.
8. Standards for Motors and switchgears  
3 Phase Squirrel cage Induction motor  
Standards: IS: 12615/ IEC: 60034  
General Specifications:  
Operating Voltage: 415V, Frequency: 50Hz, No of Phases: 3,  
Duty: Continuous, Insulation: Class F, Ingress Protection: IP55, Cooling: TEFC  
Low Voltage Switch gears:  
Standards: IS: 13947/IEC: 62026, Control Supply: 415V/220V AC, Freq: 50Hz.
9. Some of the suggested Schedule of Makes of items are as given below:

SI No	Item	Makes
1	Pulleys & Belts	Fenner/Dunlop or Equivalent
2	Pneumatic Components	CKD/SMC/Festo or Equivalent
3	Electrical Items	Siemens, Lenze, SEW or Equivalent
4	Bearings	SKF/NTN/THK or Equivalent

10. Approximate dimensions of the machine shall be indicated in Technical Bid.
11. Price list of essential running spares such as moulds, test brushes, motors etc for 2 years continuous operations and its consumption pattern are to be provided with the Offer.
12. The Supplier shall be responsible for any additional systems required for successful operations/commissioning of the machine. This forms part of the contract and no additional payment shall be payable by HLL on this account.

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13. HLL will supply required product for the trial run and validation of the machines. However, if any consumables required during validation of the machine, the supplier shall provide the same free of cost until the successful validation and commissioning of the testing machines.
14. Guarantee/Validation run of the machine shall be certified after 7 days of successful continuous production from the machine, meeting the required yield and product quality standards.
15. Sound level during machine operation should be below 85 db.
16. The equipment should be complete with all accessories and interconnections.
17. All safety aspects as per the relevant standards for the routine operations shall be built into the design of the equipments, wiring, cabling, installation etc.
18. The bidder has to declare the makes of important components of the machine such as motors, pumps, blowers, sensors, drives, PID controls, switchgears etc. Test/calibration certificates for these components shall be submitted along with the machine.
19. Relevant Test certificates shall be provided for materials such as SS304, SS316 material etc. used in the machine.
20. The bidder should submit the intended Quality Assurance Plan (QAP) of the machine during the machine manufacturing stage, along with the Offer.
21. HLL reserves the right to do stage inspection of the machines at Manufacturer's works before assembling and before dispatching the machines.
22. Minimum Manpower required for operating the machine/s should be mentioned.
23. The Supplier shall consider all safety aspects during the supply, installation and commissioning of the machines.
24. Supplier shall furnish 3 copies of the following documents free of cost: -
  - a. Instruction/Testing/Operation/Service manual, lubrication charts, load-bearing details etc.
  - b. Reproducible of all final drawings – electrical and mechanical, P&I Diagram etc.
  - c. Relevant Test Certificates, Guarantee Certificate for each item of equipment.
  - d. Catalogue and literature on bought outs. Any other related documents

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SCHEDULE – C

## TERMS & CONDITIONS

### 1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

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. **“BIDDER”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.

c. **“OWNER”** shall mean **HLL LIFECARE LIMITED (HLL)** (Thiruvananthapuram) or its units thereof.

d. **‘ENGINEER-IN-CHARGE’**, shall mean the Engineer appointed by the Owner to supervise all activities of the project.

e. **‘TENDERER’ OR ‘BIDDER’**, shall mean the company/agency who quotes against the tender enquiry for undertaking the work.

f. **‘CONTRACTOR’ OR ‘SUPPLIER’**, shall mean the successful bidder whose tender has been accepted by the Owner and to whom the order is placed by the Owner and shall include his heirs, legal representatives, successors etc.

g. **‘PERMANENT WORKS’**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.

h. **‘SITE’**, shall mean the actual place i.e. **HLL LIFECARE LIMITED, PEROORKADA FACTORY, Peroorkada Factory, Peroorkada, Thiruvananthapuram, KERALA STATE, INDIA**, where the project is to be executed.

i. **‘PROJECT’**, shall mean entire work specified in the contract documents inclusive of extra items/ extra quantities (if any) executed during the contract period.

j. **‘ACCEPTANCE LETTER’**, shall mean written consent by a letter of Owner to the bidder intimating him that his tender has been accepted.

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k. **'CONTRACT'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the Owner and the Contractor.

l. **'DATE OF CONTRACT'**, shall mean the date on which the successful bidder has accepted the notification of award.

m. **'CONTRACT PERIOD'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

n. **'COMPLETION CERTIFICATE'**, shall mean the certificate issued by the Owner to the Contractor after successful completion of the project.

o. **'EXTRA ITEMS'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period and for which rates are to be derived as per the formula given in the conditions of contract.

p. Amount (Currency) indicated in USD shall mean US Dollars and INR shall mean Indian Rupees

## 2. BID INFORMATION AND PERIOD OF VALIDITY

2.1 The Technical Bid must include the following: -

- a. Enquiry No,
- b. Earnest Money Deposit
- c. All the details and documents mentioned in the Technical Bid.
- d. Promised Delivery and Completion Time (whichever is applicable) for each item and/or work
- e. 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.
- f. All information requested in the specifications, dimensional drawings, technical literature describing the makes of the item offered, material etc., as specified in the bid document.
- g. Warranty Period for the machine
- h. A priced, recommended spare parts list for two-year operations.
- i. All other documents/certificate/information as specified in the bid document.

2.2 Prices indicated on the price schedule shall be entered separately in the following manner:

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a) For goods offered from within India

i. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse, as applicable, including Customs, excise and any other applicable duties and sales tax and other relevant taxes already paid or payable

- a) On the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or
- b) On the previously imported goods of foreign origin quoted ex- showroom, ex-warehouse or off-the-shelf,
- c) Any sales and other taxes/duties which will be payable on the goods in India if the contract is awarded,

ii. Charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods to Site.

iii. The cost of incidental services, listed in clause 27 of the conditions of contract

b) For goods offered from abroad

i. The price of goods quoted CIF Kochi (port of discharge in India).

ii. The cost of incidental services listed in clause 27 of the conditions of contract.

iii. The additional expenses for bringing the equipment from the Port of discharge to HLL premises such as customs duty, clearing charges, transportation & insurance charges etc shall be added along with the rate quoted by the overseas bidder for price comparison.

2.3 The bidder's separation of the price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

2.4 Prices quoted by the bidder shall be final during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.

2.5 Bidder must quote for unit price and total price based on the requirement shown in the bid document.

**Bid currencies**

2.6 The prices shall be quoted either in Indian rupees or USD, which is convertible in Indian Rupees.

**Bid Validity**

2.7 Bids shall remain valid for **ONE YEAR** after the date of bid opening prescribed by the Purchaser.

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### 3. FORMAT AND SIGNING OF BID

3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.2 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.3 Bidders shall submit their bids in two parts (**TECHNICAL BID and PRICE BID**) as under:

Both the bids shall be submitted in sealed covers separately. Tender Ref. Nos. of the Technical 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 mentioned thereon complete in all respect, addressed to:

SENIOR MANAGER (PURCHASE),  
HLL LIFECARE LIMITED  
Peroorkada Factory, Peroorkada. PO,  
Thiruvananthapuram – 695005,  
Kerala, India  
Phn: 0471 – 2435325, 2435013  
E-mail: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com), [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
Website URL: [www.lifecarehll.com](http://www.lifecarehll.com)

The tender should reach us on or before the due date and time mentioned in the Tender Notification. The purchaser shall not be responsible for any delay if any, in the delivery of the bidding document or non-receipt of the same.

3.4 It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the **TECHNICAL BIDS** will be opened and read out in public.

3.5 Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.

3.6 The person or persons signing the bid shall sign and seal on all pages of the bid, except for un-amended printed literature.

3.7 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the English language,

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provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the bid, the English translation shall govern.

3.8 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 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 :

SENIOR MANAGER (PURCHASE),  
HLL LIFECARE LIMITED  
Peroorkada Factory, Peroorkada. PO,  
Thiruvananthapuram – 695005,  
Kerala, India  
Phn: 0471 – 2435325, 2435013  
E-mail: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com), [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
Website URL: [www.lifecarehll.com](http://www.lifecarehll.com)

b. Bear the Tender 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. Bids sent by any of the electronic media such as Telex /Fax/Telegraph /e-mail shall not be entertained & will be rejected.

**Deadline for submission of Bids.**

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4.5 The bids will be received by the Purchaser in the following address not later than the date and time specified in the Invitation for Bids.

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HLL LIFECARE LIMITED  
Peroorkada Factory, Peroorkada. PO,  
Thiruvananthapuram – 695005,  
Kerala, India  
Phn: 0471 – 2435325, 2435013  
E-mail: materialspft@lifecarehll.com, materialsnft@gmail.com  
Website URL: www.lifecarehll.com

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 bid documents whether sent by post or by courier or by person are received in the office of Senior Manager (Purchase), 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 bid 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 BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing, or by mail at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bid Documents, which it receives not later than 7 days prior to the deadline for submission of Bids prescribed by the Purchaser. Copies of the Purchaser's response shall be sent to all prospective bidders who have purchased the Bidding Documents.

## 6. AMENDMENT OF BID DOCUMENTS

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

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6.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bid Documents and will be binding on them. The Amendment will also be uploaded on HLL's official website.

6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into 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 the 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 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 clarifications 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 the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

9.2 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.

9.3 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

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substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bid 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.

9.4 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.

9.5 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.

9.6 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.

#### **Conversion to single currency**

10.2 To facilitate evaluation and comparison, HLL shall convert all bid prices expressed in the amounts in USD to the Indian Rupees at the selling market rate of exchange established by the State Bank of India, Thiruvananthapuram for similar transactions as on the date of Price bid opening.

#### **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.

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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 by e-mail, or 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 Intent and/or Supply order.

13.2 The signed acceptance of the notification of award by the Supplier will constitute a concluded contract.

## 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 scheduled bank drawn in favour of **HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram** or a Bank Guarantee from a scheduled 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 the 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 a Performance Guarantee for an amount equal to 10% of the total contract value in the form of cash deposit or Bank Guarantee by the Supplier.

14.2 Within **21 days** of the receipt of notification of award 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; in which even the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

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EMAIL: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com),

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### 15. EARNEST MONEY DEPOSIT

15.1 Each bid must be accompanied by E.M.D and should be submitted along with the Technical Bids.

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 nationalized bank drawn in favour of **HLL Lifecare Limited, 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.

d. MSE/NSIC/SSI registered units from INDIA are exempted from payment of EMD amount of Rs.2,40,000/- on attaching valid certificate

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 agreement.

(ii) To furnish security deposit.

### 16. PRICE

Price quoted should be firm without any escalation till the Contract is completely executed and should be for the item/work shown under **SCHEDULE B.**

For the imported items, the price quoted shall be on CIF, Kochi Sea Port, Kerala.

In the case of indigenous items, the price quoted should be FOR HLL site including all relevant and applicable taxes and duties, Packing & Forwarding charges, insurance, transportation charges, leading, loading and unloading charges, and any other levies.

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## 17. TAXES/DUTIES/LEVIES

### A) For imported goods

17.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

17.2 In case of opening L/C, all bank charges for opening the L/C are on the account of Opener and all Bank charges of the beneficiary are on the account of the beneficiary.

### B) For Indian goods

17.3 A local supplier shall be entirely responsible for all the taxes, duties, license fees, etc. incurred until successful completion of contract. All central, state, municipal taxes, duties and levies payable on the equipment and its erection and commissioning shall be shown by the bidder separately in the Price Bid. The format for Quoting is enclosed as Schedule II. The Purchaser will issue necessary 'C' Form, if required.

### Note:

The term 'Equipment/goods' 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.

## 18. OBLIGATION OF PURCHASER

For imported goods, cost of inland transportation and inland transit insurance, payment of duties/other levies inside India and other incidental expenses in India will be met by Purchaser. The Supplier should give advance information to HLL about the date of dispatch and other details.

The additional expenses for bringing the equipment from the Port of destination to HLL premises such as clearing charges, customs duty, transportation & insurance charges etc shall be added along with the rate quoted by the overseas bidder for price comparison.

## 19 INSURANCE

19.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.

19.2 Where delivery of the goods is required by the purchaser on a C.I.F. basis, the

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supplier shall arrange and pay for the necessary insurance, making the purchaser as the beneficiary.

19.3 In the case of domestic contracts, the insurance shall be obtained by the supplier. Insurance coverage for transit, storage and erection and third party Insurance to cover the risk of the supplier's employees at site during erection etc. should be arranged by the Supplier.

19.4 The Supplier shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Purchaser as under:

**i) Insurance of works:**

The Supplier shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Purchaser. Without limiting such responsibility, the supplier shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

**ii) Insurance of employees:**

The Supplier shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and its amendments and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the supplier or sub-supplier of the Employees State Insurance Act, 1948 and its amendments. The Supplier shall agree to fulfill the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the supplier's, sub-supplier's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The Purchaser shall retain such sum as may be necessary from the total contract value until the supplier shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 and its amendments have been paid by him.

**iii) Workmen's Compensation:**

Insurance shall be affected for all the Supplier's employees engaged for this contract. The Supplier shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Purchaser.

**iv) Transit Insurance:**

The cost of transit insurance relating to the items to be transported by the supplier to the site of work shall be borne by the supplier and the quoted price shall be inclusive of this cost.

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**v) Loss or damage and Indemnity Agreement:**

The supplier shall be responsible during the progress of work as well as guarantee period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of Purchaser used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The supplier shall indemnify and hold the Purchaser harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

**vi) Third party insurance:**

Before commencing the execution of the works the Supplier, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Purchaser, or to any person, including any representative of the Purchaser, by or arising out of the execution of works or in the work being carried out by the Purchaser, by or arising out of the provision of clause 5 (v) here of. Such insurance shall be effected with an insurer and in terms approved by the Purchaser.

**vii) The Supplier shall take Supplier's All Risks Insurance** policy, jointly in the name of HLL Lifecare Limited and the Supplier and the insurance should be valid till the satisfactory completion of the work. The copy of the policy shall be deposited with HLL before commencing the work.

**20. DELIVERY/COMPLETION PERIOD**

20.1 Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should deliver the machine/s as per the Contract within **3 MONTHS** from the date of notification of award. The machine should be installed and commissioned successfully within **2 WEEKS** from the date of arrival of machine at the HLL site.

20.2 Delay in delivery/non delivery and completion of the contract will cause loss and/or damage to Purchaser. The completion 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 Work order).

20.3 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

20.4 For purposes of the contract "C.I.F." and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them as specified in the notification of award.

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20.5 a) For imported goods:

The port of discharge proposed by the Purchaser is Kochi, Kerala State. Within 24 hours of shipment, the supplier shall notify the purchaser, bankers opening the letter of credit and the insurance company by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading/air way bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of discharge, etc. The supplier shall mail the following documents to the purchaser and authorities as indicated against each immediately on shipment

Document	Purchaser	Bank	Insurance company
Bill of lading/Air way bill			
(Original)		1	
(Copy)	1	1	1
Freight memo	1	1	
Signed copies of invoice	1	1	1
Packing list	1	1	1
Country of Origin certificates	1	1	
Drawings/sketches showing dimensions	1		
Literature/catalogue	1	1	
Manufacturer's/supplier's Guarantee certificate	1	1	
Insurance certificate	1	1	1
Inspection certificate	1	1	

The above documents shall be sent to the purchaser and other authorities mentioned above within one week after the dispatch of goods.

b) For domestic goods:

Within 24 hours of dispatch, the supplier shall notify the purchaser and the consignee, the full details of dispatch and also shall supply following documents:

- Copies of supplier's invoice showing goods description, quantity, unit price and total amount,
- Inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report,
- Way bill,
- Any other relevant document.

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## 21 FABRICATION SCHEDULE

The Supplier shall furnish to Purchaser, a PERT/BAR CHART, within 15 days of receipt of the Intimation of Contract. The PERT/BAR Chart, should give all important milestones such as ordering of material, completion of procurement, release of drawings, phased fabrication/manufacture, inspection/tests at Supplier's works, dispatch, start and completion of erection at site (wherever applicable) etc. Purchaser has the right to depute their representative to the Supplier's works to check his adherence to such chart.

## 22 POWER TO MAKE ALTERATIONS

The Purchaser shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the supplier shall be bound to carry out the work in accordance with the instructions which may be given to him by the Purchaser or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

## 23 LIQUIDATED DAMAGES FOR DELAYS

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, either (1) deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the total contract value for each week of delay or part thereof until actual delivery or performance, 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 Contract wholly or partially and complete it themselves or reassign it to other Suppliers.

## 24 INSPECTION AND TESTS

- a. The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for these purposes.
- b. The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at site. Where conducted on the premises of the supplier, the Supplier should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable the Purchaser's nominee to carryout such inspection/tests without obligations to the purchaser.
- c. Goods under the Contact shall not be dispatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorised

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in writing, wherever inspection during various stages of execution of the Contract and prior to dispatch are specifically provided for in the Contract, sufficient advance notice shall be given to the purchaser for the purpose

- d. For imported goods, Purchaser reserves the right for pre-shipment inspection of the equipment by the Purchaser and/or by a third party.
- e. Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject then and the supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the purchaser, within a period of 15 (fifteen) days of intimating such rejection.
- f. The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the good's dispatch from the place of manufacture.
- g. 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 contract.

## 25 PACKING

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to site. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage.

## 26 TRANSPORTATION

a. Where the supplier is required under the contract to deliver the goods C.I.F. or to a specified destination within India, transport of the goods including insurance to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

b. Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charge incurred by the purchaser whatsoever.

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**27 INCIDENTAL SERVICES**

As specified in the price schedule, the supplier may be required to provide any or all of the following services:

- Performance or supervision of on-site assembly, start-up and successful commissioning of the equipments/supplied goods,
- Furnishing of tools required for assembly and/or maintenance of the supplied goods,
- Conduct of training of the purchaser's personnel, at the supplier's plant and/or on-site (as specified in the bid documents), in assembly, start-up, operation, maintenance and/or repair of the supplied goods as indicated in Schedule II.
- Performance or supervision of maintenance and/or repair of the supplied goods, for the period of guarantee specified in the contract form, provided that his service shall not relieve the supplier of any guarantee obligations under the contract.

This cost shall be included in the contract price (to be shown separately for each item).

**28 PAYMENT TERMS**

The Payment Schedule for imported and domestic goods is as follows:

Sl. No	Stage of Contract	Imported/Domestic Goods
1	On Completion of Supply	60% of Total Contract Value
2	On successful Installation and testing against Installation certificate	20% of Total Contract Value
3	On successful validation and commissioning against Commissioning Certificate	10% of Total Contract Value
4	On submission of Performance Bank Guarantee for the guarantee period of 1 Year from the date of successful validation & Commissioning & handing over	10% of Total Contract Value

**a) Payment for imported goods**

**(i) Supply:**

On delivery: 60% of the value of supply shall be paid through irrevocable letter of credit established in favour of the foreign supplier through a scheduled bank on a bank in the supplier's country, on submission to bank of document specified in clause under delivery/completion period and further following documents:

- Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with,

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- b. Any other documents specified in the notification of award or the contract
- c. Any other relevant Document

(ii) **Payment for incidental services including supervision:**

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract and also subject to Clause 27 C.

**b) Payment for domestic goods and services:**

Payment for domestic goods and services shall be made in Indian rupees in the following manner:

- i) On delivery: 60% of the value of supply shall be paid on receipt of goods and upon submission of delivery documents specified under clause 20.5 c and
- ii) 20% against successful installation & Testing against Installation certificate.
- iii) 10% against successful validation & commissioning against commissioning certificate
- iv) 10% against submission of Performance Bank Guarantee for the guarantee period of 1 Year from the date of successful validation & Commissioning & handing over against successful validation and Commissioning against Commissioning Certificate.

**c) Payment for incidental services including supervision:**

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract and also subject to Clause 27 C.

The supplier's request for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the goods delivered and the services performed and by shipping documents, submitted and upon fulfillment of other obligations stipulated in the contract.

Normally the Purchaser will not entertain any advance payment. However, the bidder can indicate advance payment in the payment terms, if required. Such advance payment will be released against submission of a Bank guarantee from a nationalized/scheduled bank for like amount valid up to the supply of equipment at purchaser's site. The advance if any paid; interest will be adjusted against the payment against delivery.

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## 29 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 handing over, 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 Contract, 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/scheduled 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.

## 30 WARRANTY

Period of warranty shall be twelve months from the date of installation and commissioning as certified jointly by the supplier and the Purchaser.

## 31 SPARES

The supplier shall offer unit prices separately for such spare parts and accessories, which he recommends as necessary for 2 years of operation and maintenance after warranty period. The Supplier should also indicate the consumption pattern of these spares. HLL reserves the right, however, to order any of these spares or increase or decrease the quantity as it may finally decide at the rate given in the tender during the contract period.

Such spare parts as the Purchaser may elect to purchase from the Supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

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### 32 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 Contract 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 Contract or part of the Contract 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.

### 33 ASSIGNMENTS AND SUBLETTING

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

### 34 CORRESPONDENCE

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

SENIOR MANAGER (PURCHASE),  
HLL LIFECARE LIMITED  
Peroorkada Factory, Peroorkada. PO,  
Thiruvananthapuram – 695005,  
Kerala, India  
Ph n: 0471 – 2435325, 2435013  
E-mail: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com), [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
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एचएलएल लाइफ़केयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम)(A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडापी.ओ. PEROORKADA. P.O,  
तिरुवनन्तपुरम -695 005 THIRUVANANTHAPURAM-695 005  
PHONE NO:0471 2437270; FAX NO:0471 2435013;  
EMAIL: [materialspft@lifecarehll.com](mailto:materialspft@lifecarehll.com),

TENDER NO: HLL/PFT/PUR/ATM/2016-17  
26.10.2016

### 35 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.

### 36 STANDARDS

The goods supplied under this contract shall conform to the standards mentioned in **SCHEDULE B** and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.

### 37 TECHNICAL DOCUMENTS

Supplier shall furnish the following documents to the Purchaser, free of cost, in such number of copies as specified in the Contract.

- 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/Warranty Certificate for each item of equipment.
- d. Catalogue and literature on bought outs
- e. Any other related documents

### 38 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 other 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.

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### 39 APPLICABLE LAW

Indian Laws will be applicable in every aspect of the bid/contract/tender.

### 40 SETTLEMENT OF DISPUTES

#### 40.1. Amicable Settlement

Regarding dispute, if any, arising out of the contract signed between the Purchaser and the Supplier the Parties shall use reasonable endeavors to settle any dispute amicably through negotiations. If a dispute is not resolved within thirty (30) days after written notice of a dispute has been given by one Party to the other Party then the same shall be settled by arbitration.

#### 40.2. Arbitration

(a) Any dispute arising in connection with the contract which is not resolved by the Parties pursuant to Article 40.1., such dispute shall be finally, exclusively and conclusively settled by arbitration by reference to a sole arbitrator jointly appointed by the Parties.

(b) Such arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 .The arbitration proceedings shall be conducted in the English language and venue shall be Thiruvananthapuram, India. The parties hereby agree that the award of the arbitrator shall be final and binding on the Parties. The Parties shall equally bear the costs and expenses in respect of Arbitration.

(c) Subject to Clause 40.2.(a) & (b), the competent Courts at Thiruvananthapuram, India will have jurisdiction regarding disputes arising out of the contract.

SIGNATURE OF BIDDER WITH SEAL

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
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SCHEDULE – H

DECLARATION ACCEPTING TERMS & CONDITIONS

**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 (PURCHASE)  
HLL LIFECARE LIMITED,  
PEROORKADA FACTORY  
PEROORKADA, THIRUVANANTHAPURAM  
– 695 005  
KERALA, INDIA

Dear Sir,

I / We, hereby offer to fabricate/supply/install/testing/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 for **ONE YEAR** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned (both expressed and implied) 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 WITH SEAL**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF 4 SETS  
AUTOMATIC CONDOM TESTING MACHINES**

**PRICE BID**

**PRICE BID**

**FORMAT FOR QUOTING**

**A) INDIGENOUS**

Sub: Supply, Installation, Testing and Commissioning of Automatic Male Condom Testing machines at our Peroorkada Factory, Peroorkada, Trivandrum, Kerala State .

Sl. No.	Item Description	Prices each Ex-works	Quantity	Packing and Forwarding Charges	Excise duty and Cess	Sales Tax, other taxes, if any	Octroi, Entry Tax & any other Levies	Freight by rail/road/ insurance/ unloading & leading charges etc.	Unit price F.O.R HLL Site	Total price (for 4 Units) F.O.R HLL Site, Peroorkada, Trivandrum,	Incidental Charges	Erection, & commissioning Charges	Total	Remarks
1	2	3	4	5	6	7	8	9	10	11 (10x4)	12	13	14	15
1.	Supply, Installation, Testing and Commissioning of Automatic Male Condom Testing machines as per (Schedule B) tender specifications		4 Sets											
Grand Total for 4 sets (in words) :														

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 in a separate sheet and attach the same to this Schedule. In case of discrepancy between unit price and total price, the unit price shall prevail.

**B) IMPORTED****SCHEDULE- II**

Sub: Supply, Installation, Testing and Commissioning of Automatic Male Condom Pinhole Testing machines at our Peroorkada Factory, Peroorkada, Trivandrum, Kerala State

Sl. No	Item description	Country of Origin	Total Price CIF Kochi	Incidental services (Including supervision)	Import Duty	Other Taxes, levies, etc	Total price F.O.R HLL Site Peroorkada, Trivandrum	Erection, & Commissioning Charges	Total price	Shipment weight and volume
1	2	3	5	6	7	8	9 (5+6+7+8)	11	12 (10+11)	13
	Supply, Installation, Testing and Commissioning of Automatic Male Condom Testing machines as per (Schedule II) tender specifications									
1	For 1 set									
2	<b>Total for 4 sets</b>									
<b>(In Words)</b>										

Place  
Date

Total bid price in foreign currency :  
In words :

Signature of bidder  
Name  
Business address

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

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 in a separate sheet and attach the same to this Schedule. The additional expenses for bringing the equipment from the Port of destination to HLL premises such as clearing charges, customs duty, transportation & insurance charges etc shall be added along with the rate quoted by the overseas bidder for price comparison.

