

Re-Tender Document for Supply of

**ROOM ASEPTICIZATION SYSTEM & ELECTRICAL
INCINERATOR FOR BIOMEDICAL WASTE
MANAGEMENT Under Rate Contract for 24 Months**

IFB No. HLL/MKTG/SD/2013-14/03 DT. 06-05-2013

HLL Lifecare Limited

(A Govt. of India Enterprise)

**HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India**

Tel: +0471 2354949, 2350959, 2350961, 2356352.

Website – www.lifecarehll.com

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Re-Tender for Supply of ROOM ASEPTICIZATION SYSTEM & ELECTRICAL INCINERATOR FOR BIOMEDICAL WASTE MANAGEMENT Under Rate Contract for 24 Months

BID REFERENCE	:	HLL/MKTG/SD/2013-14/03 dt. 06-05-2013
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	06-05-2013, 11.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	20.05.2013, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	20.05.2013, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	20.05.2013, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Email – vgpillai@lifecarehll.com / hllsd@lifecarehll.com

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SECTION I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

IFB No: **HLL/MKTG/SD/2013-14/03 DT. 06-05-2013**

HLL Lifecare Ltd hereby invites sealed and superscribed tenders under two bid system from reputed and eligible bidders for the supply, installation and commissioning of following equipments in **HLL's Brand Name** on rate contract for 24 months.

Schedule	Description	Anticipated Purchase Quantity in nos.
I	Room Asepticization System	100
II	Electrical Incinerator for Biomedical Waste Management	220

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 20.05.2013 by the DEPUTY VICE PRESIDENT (SD&CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

- Interested eligible Bidders may obtain further information from the office of the DEPUTY VICE PRESIDENT (SD&CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com, email – vgpillai@lifecarehll.com, hllsd@lifecarehll.com
- A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 09.30 Hrs to 17.30 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs.5250.00 (including taxes) in the form of DD drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram.
- The Tender Documents can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
- Interested eligible bidders may submit their bidding documents at the office of the DEPUTY VICE PRESIDENT (SD&CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com. Bids will be evaluated for each item separately.
- All bids must be accompanied by the items/documents specified herein and must be delivered to the DEPUTY VICE PRESIDENT (SD&CTD)'s Office on or before 20.05.2013, 14.30 Hrs. The bids (Technical Bids) will be opened on 20.05.2013 at 15.00 Hrs, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment and Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit).
- The quantity mentioned above is only anticipated approximate quantity. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Eligible Bidders

- 1.1 Primary manufacturers along with their authorized distributors are eligible to participate in this tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder or its primary manufacturer should have a minimum experience of 5 years in the field of manufacture and supply of the product (Listed 1 in the schedule). For product No. 2 in the schedule, being a new product, only quality certification of CE or USFDA would be required.
- 1.4 Bidder should have good financial background proven by balance sheet of two immediate previous financial years showing profit.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:
 - a. Instruction to Bidders (ITB);
 - b. General Conditions of Contract (GCC);
 - c. Special Conditions of Contract (SCC);
 - d. Technical Specifications
 - e. Qualification criteria;
 - f. Bid Form
 - g. Price Schedules;
 - h. Performance statement
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have sought clarification against the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
- 5.3 In order to allow 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
- 5.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

C. PREPARATION OF BIDS

6. Language of Bid

- 6.1 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. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and price bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- a) 01. Duly attested copies of factory license/ Industrial license, sales tax registration, ISO certification, CE certification and documents to prove the legal status, place of registration and principal place of business of the undertaking.
02. In case of distributors quoting the tender, along with their legal status, place of registration, principal place of business, sales tax registration; they would also be furnishing duly attested copy of factory license of the principal manufacturer's and other relevant documents mentioned underneath.

- b) Duly attested copies of quality certificates for the products and quality system certifications **followed by the manufacturer.**
- c) Copy of Balance sheet and audited annual accounts (financial statements) for the past Three financial years, duly certified by a chartered accountant **of the authorized distributor along with the principal manufacturer.**
- d) Performa for equipment and quality control duly filled as per section VII from primary manufacturer.
- e) Performance statement in the Performa under section VIII
- f) Documentary evidence establishing in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- g) Documentary evidence establishing in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents
- h) Statement of installed manufacturing capacity certified by a Chartered Accountant / Internal Auditor for the past 3 years
- i) Details of in house quality control laboratory facilities and services and range of test conducted;
- j) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items within the last **6** years and corresponding client satisfaction certificates as per Section VI Qualification Criteria.
- k) Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor for the past 3 years
- l) Organization Structure and Profile of Senior personnel and man power details of the company
- m) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization
- n) Copy of PAN card
- o) Authorisation for the signatory to sign the bids and transact business duly notarized.
- p) Copy of receipt against the purchase of tender document.
- q) The bidder is to submit a self declaration stating that the bidder or principal manufacturer is not black listed nor debarred by any Government departments / Agencies / statutory bodies against the supply of the equipments tendered for. In the event of any false declaration the bids submitted by the bidder or principal manufacturer would be rejected.
- r) Notarized authorization issued by the principal manufacturer to the distributor, in case of distributor quoting the tender.

7.2 PRICE BID

- a) Duly filled bid form as per section IX
- b) Duly filled Price schedule as per section X

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

8. Bid Form and Bid security

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

8.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

Schedule	Description	Bid security Amount	Validity
I	Room Asepticization System	Rs. 865000	For six months from the date of bid opening
II	Electrical Incinerator for Biomedical Waste Management.	Rs. 2000000	For six months from date of bid opening

8.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 8.8.

8.4 The bid security shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) a bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section -XI or another form acceptable to the Purchaser
- (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

8.5 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 will be rejected by the Purchaser as non-responsive.

8.6 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

8.7 The successful Bidder's bid security will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to ITB clause 31.

8.8 The bid security may be forfeited: -

- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 20.2
- (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:
 - (a) on components and raw material use 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.
 - (ii) Any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;
 - (iii) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) The cost of incidental services listed in the Special Conditions of Contract.
 - (v) The total unit cost will be the basis for evaluation.
- 9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 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.
- 9.4 Fixed price: Prices quoted by the Bidder shall be fixed 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.

10. Bid Currencies

- 10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

- 11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.
- (a) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI. To this end, all bids submitted shall include the following information:
 - (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (as per proforma given in Section VIII)

12 .Documents establishing goods conformity to bidding documents

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of three years, following commencement of the goods used by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for two years from the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

14. Format and Signing of Bid

- 14.1 The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney duly notarized accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15 Sealing and Marking of bids

Separate bids shall be submitted for price bid and technical bids.

- 15.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and 'PRICE BID. The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelop.
- 15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**DEPUTY VICE PRESIDENT (SD&CTD),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: "DO NOT OPEN BEFORE" 15.00 Hrs. ON 20.05.2013"
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (c) If the inner and outer envelopes are not sealed and marked as required the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the 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.
- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents 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.

16. LATE BIDS

- 16.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may

also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

18. Opening of Bids by Purchaser

- 18.1 The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 20.05.2013 at the following location:

**HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- 18.2 The bidder's 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.
- 18.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned unopened. The on-site evaluation may include the inspection of the specimen sample of the goods. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

- 19.1 During evaluation 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 prices or substance of the bid shall be sought, offered or permitted.

20 PRELIMINARY EXAMINATION

- 20.1 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, and whether the bids are generally in order.
- 20.2 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 corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, 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 which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be 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.
- 20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

- 21.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.
- 21.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:
 - i. cost of inland transportation, insurance, installation and other costs incidental to the delivery of goods to any consignee location in India as mentioned in Notice of award
- 21.3 Pursuant to ITB Clause 21.2 the following evaluation methods will be applied:
 - (a) Inland transportation, from factory, insurance and incidentals.
 - (i) Inland transportation, insurance, installation and other incidentals, for delivery of goods to the required locations mentioned in ITB Section 21.2 (a). The above costs will also be considered in the bid price.
 - (b) Spare parts and after sales service facilities in India:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

- 21.4 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance will only be considered.

22. CONTACTING THE PURCHASER

- 22.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.
- 22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

- 23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily
- 23.2 The determination will take into account the bidders 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, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders 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.

24. AWARD CRITERIA

- 24.1 Subject to ITB Clause 28, 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.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

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

- 26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

27.2 The notification of award will constitute the formation of the contract

28 SIGNING OF SUPPLY AGREEMENT

28.1 The successful bidder has to sign a supply agreement, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 20 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

29. DELAYS IN DELIVERY OF GOODS

29.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

29.3 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order.

30 PAYMENT TERMS

30.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, – FOR any where in India.

30.2 Payment shall be made after HLL receives payment from its ultimate buyer which is anticipated in 120 to 160 days from the date of installation and commissioning of the equipment.

30.3 Test Reports are to be forwarded along with the original invoices.

30.4 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted the bid is likely to be rejected.

31 PERFORMANCE SECURITY

31.1 Within (30) days of the receipt of the notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

SECTION III

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the supplier at the required site mentioned in purchase order and accepted by the Purchaser.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, 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.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. INSPECTION AND TESTS

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 6.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods despatched.

7. PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

8 DELIVERY AND DOCUMENTS

- 8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier are specified in SCC, if any.

9. INSURANCE

- 9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

10. INCIDENTAL SERVICES

- 10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each product
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

11 SPARE PARTS

- 11.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

12. WARRANTY

- 12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination

- 12.2 This Comprehensive warranty shall remain valid for Two years after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 13.2 The Suppliers request(s) 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 documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 13.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.
- 13.4 Payment shall be made in Indian Rupees

14. PRICES

- 14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

15. CHANGE ORDERS

- 15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing
 - (c) the place of delivery; or
 - (d) the services to be provided by the Supplier.

- 15.2 If any such changes causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

16. CONTRACT AMENDMENTS

- 16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. ASSIGNMENT

- 17.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

18. SUBCONTRACTS

- 18.1 The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

19. LIQUIDATED DAMAGES

- 19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

20. TERMINATION BY DEFAULT

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21. FORCE MAJEURE

- 21.1 Deleted.

- 21.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. TERMINATION FOR INSOLVENCY

- 22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. RESOLUTION OF DISPUTES

- 23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

24. GOVERNING LANGUAGE

- 24.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

25. APPLICABLE LAW

- 25.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

26. NOTICES

- 26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. TAXES AND DUTIES

- 27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

28 PERFORMANCE SECURITY

- 28.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5 % of the contract value, excluding annual maintenance cost, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period of 24 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 28.2 If the performance security is a bank guarantee, it shall be issued either (a) by a bank located in the country of purchaser (Nationalized or Scheduled Bank in India)
- 28.3 Crossed demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram.
- 28.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.
- 28.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC Clause 1)

(a) The Purchaser is HLL Lifecare Limited, Thiruvananthapuram.

2. INSPECTION AND TESTS (GCC Clause 6)

- 2.1 The following inspection procedures and tests are required by the Purchaser; The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- 2.2 The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.
- 2.3 If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.

3. INSURANCE (GCC Clause 9)

- 3.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

4. INCIDENTAL SERVICE (GCC Clause 10)

- 4.1 The following services covered under GCC Clause 10 shall be furnished and the cost shall be included in the contract price:
 - (a) Unloading, safe storage and handling of consignment of site.
 - (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
 - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

5 .SPARE PARTS (GCC Clause 11)

Add as Clause 11.2 to the GCC the following:

- 5.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

6. WARRANTY (GCC Clause 12)

Substitute GCC Clause 12.2 by the following:-

- 6.1 This warranty shall remain valid for **TWO years** after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 6.2 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2:

7. PAYMENT (GCC Clause 13)

7.1 Payment for Goods and Services shall be made in Indian Rupees as follows:

- i) No advance payment is payable.
- ii) Payment shall be made after HLL receives payment from its ultimate buyer which is anticipated in 120 to 160 days from the date of installation and commissioning of the equipment.

8. PRICES (GCC Clause 14)

Substitute Clause 14.1 of the GCC with the following:

- 8.1 Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

9. SUB CONTRACT (GCC Clause 18)

Add at the end of sub-clause 18.1 the following:

- 9.1 Sub-contract shall be only for bought-out items and sub-assemblies.

10. LIQUIDATED DAMAGES (GCC Clause 19)

For delays:

Substitute GCC Clause 19.1 by the following:

- 10.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

11. RESOLUTION OF DISPUTES (GCC Clause 23)

Add as GCC Clauses 23.3 and 23.4 the following:

- 11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:
- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus with in a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).
- 11.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram.

12. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

- 12.1 Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.
- 12.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 2 year.
- 12.3 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 3 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.
- 12.4 The supplier shall give an undertaking that in the event of any breakdown of the equipment supplied by them post warranty / CMC period shall be serviced and rectified by them including change of components if required based on the request of the ultimate customer for which the charges for the same will be borne by the customer from whom the service request has been originated.

SECTION V

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

ROOM ASEPTICIZATION SYSTEM

- The device should be made of Stainless Steel (S.S. 304) suitable for disinfections & deodorization of different rooms.
- It should have 4-ultra violet sources for disinfection of room up to 4000 cu.ft. Volumes.
- The ultra violet source should produce emission in germicidal band of 2537 A.
- It should have an elapsed time counter to monitor the operation time of UV sources.
- It should be equipped with ozone generating system along with ozone sensors to sense the ozone concentration in air, digital monitor & controller to adjust ozone concentration in air at any level below OSHA/USFDA guidelines.
- It should have independent time controller for UV ozone & ULV Atomizer.
- It should have tube guard shutter to enable it to be used in presence of personnel.
- It should be capable of sterilizing the air through direct UV rays by opening the shutter in absence of personnel.
- It should have negative ion generator.
- It should be equipped with an Atomizer, which should be integral part of the machine, and not a separate unit, to spray the bactericide with minimum droplet size being in submicron.
- Should have following independent selectable operating modes with independent timer controls:
 - i) UV rays with fan
 - ii) Ozone with fan
 - iii) Atomizer
- Atomizer should give consistent particle size in submicron range (selectable) & should have reach of over 25 feet. It should be able to use both water & oil based solution. It should be integral part of machine.
- It should be on castor for easy movement from one room to another.
- It should have self sealing doors.
- It should be CE Certified or US FDA Approved.

TECHNICAL SPECIFICATIONS

ELECTRICAL INCINERATOR FOR BIOMEDICAL WASTE MANAGEMENT

- The quoted product should be an **indoor / table top** type of incinerator ideal for Large Hospital wards / Nursing Homes.
- Triple chamber electric incinerator having capacity of at least 60 liters. The primary chamber should have 850°C temperature along with facility for cyclones. The secondary chamber should have 1100°C temperature.
- It should have gravity settling chamber, electrostatic precipitator & wet scrubber along with fabric filters.
- The incinerator should have exclusive chamber for each process and should be completely microprocessor based with soft touch keyboard operations.
- It should have florescent alpha numeric display to indicate incineration stage like temperature etc.
- The quoted product should be CE/USFDA certified.
- Incinerator should comply with Biomedical Rule 1998/ Schedule V/Standards for Incinerators by Central Pollution Control Board and Guidelines for Design and Construction BMW incinerators by Central Pollution Control Board.

SECTION VI
QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

- (a) 01. The bidder or the manufacturer whose product is offered must have manufactured and supplied similar equipment of the type specified in the Bid Documents at least 75% (rounding off to nearest whole number) of the quantity offered in any one of the last **SIX** calendar years and should be satisfactorily functioning with no adverse report for at least one year on the date of bid opening for item No.1 listed in schedule.
02. The above condition is not applicable for Electrical Incinerator.
- (b) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section - VIII.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificate) in support of the satisfactory operation of the equipment as specified in (a) above.
- (d) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- (e) For both the items CE certification is a must.

SECTION VII

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

(Please attach detailed proforma incorporating the information given below)

BID NO.....

DATE OF OPENING.....

NAME OF THE BIDDER:.....

(Note: All details should relate to the manufacturer for the items offered for supply).

1. Name & Full address of the Manufacturer
2. (a) Telephone No. Office/Factory/Works
(b) Fax No. Office/Factory/Works
(c) e-mail address
3. Location of the manufacturing factory
4. Details of important Plant & Machinery functioning in each dept.
5. Details of the process of manufacturer in the factory
6. Details & stocks of raw materials held
7. Production capacity of item(s) quoted for, with the existing Plant & Machinery
 - 7.1 Normal
 - 7.2 Maximum
8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
9. Details of staff:
 - 9.1 Details of technical supervisory staff in charge of production & quality control
 - 9.2 Production: Managers/engineers/ officers/supervisors
 - 9.3 QA / Q.C :Managers/engineers/ officers/supervisors
 - 9.4 Skilled labour employed
 - 9.5 Unskilled labour employed

- 9.6 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
10. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.
11. Whether bidder is willing to keep minimum stock of the item? If yes, how much can be kept?
12. What is the lead-time for execution of order for mentioned quantity of the item?

SECTION VIII

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement (for a period of last five years)

Bid No:

Name of the form:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)

Signature and Seal of the Bidder

.....

SECTION IX
BID FORM

IFB no.HLL/MKTG/SD/2013-14/03 DT. 06-05-2013

Date :.....

To:

**DEPUTY VICE PRESIDENT (SD&CTD),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We agree to abide by price per unit mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 20

(signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SECTION X
PRICE SCHEDULE

Sl. No.	Item Description	Quantity	Ex-factory price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax		Freight & Insurance		Unit Price inclusive of all levies & charges (Column No. d+f+h+j) in Rs	Total Price inclusive of all levies & charges (Column No. c x k) In Rs
				%	Amt.	%	Amt.	%	Amt.		
a	b	c	d	e	f	g	h	i	j	k	l
1											
2											
3											
Grand Total (Rs)											

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

Seal and Signature of the bidder

Section-XI

BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
OR
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including days/months after the date of bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Section-XII

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20__ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date: _____ 20__

Address: _____