

एचएलएललाइफकेयरलिमिटेडHLL LIFECARE LIMITED
भारतसर्कारकाउद्यम (A GOVT.OF INDIA ENTERPRISE)
पेरूरकडा.पि.ओ. PEROORKADA. P.O,
तिरुवनंतपुरम - 695 005 THIRUVANANTHAPURAM-695 005
PHONE NO: 0471 2437270 / 2539329
EMAIL: materialspt@lifecarehl.com/materialsnt@gmail.com
TENDER NO: PUR/08/R1/PQ/SICVHP HOMOGENIZER / 2021-22 DATED: 03.12.2021

निविदा दस्तावेज़ TENDER DOCUMENT

मद: 2000 एलपीएच आयतन की मिश्रित लेटेक्स के एकरूपता के लिए उच्च दाब होमोजेनाइज़र प्रणाली की आपूर्ति, प्रतिष्ठापन, आचरण और मान्यकरण।

ITEM: SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF HIGH PRESSURE HOMOGENIZER SYSTEM FOR HOMOGENIZATION OF COMPOUNDED LATEX OF CAPACITY 2000 LPH

निविदा संख्या: क्रय/08/आर1/पीक्यू/एसआईसीवीएचपी होमोजेनाइज़र/2021-22 दिनांक 03.12.2021
TENDER NO: PUR/08/R1/PQ/SICVHP HOMOGENIZER /2021-22 dated 03.12.2021

तकनीकी वाणिज्य बोली
TECHNO-COMMERCIAL BID

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भाग 1 PART 1

निविदा आमंत्रण सूचना NOTICE INVITING TENDER (NIT)

1. एचएलएल लाइफकेयर लिमिटेड, पेरूरकडा संयंत्र में मिश्रित लेटेक्स के एकरूपता के लिए होमोजेनाइज़र प्रणाली की □ पूर्ति, प्रतिष्ठापन, □ चरण और मान्यकरण की केलिए दो बोली प्रणाली (तकनीकी और मूल्य) के तहत मुहरबंदित और उपरिलिखित निविदाएं □ मंत्रित की जाती हैं।

Sealed and super scribed tenders under two bid systems are invited from vendors for Supply, Installation, commissioning & Validation of Homogenizer system for Homogenization of compounded latex at HLL Lifecare Limited, Peroorkada Plant.

Name of Item and location of delivery	Tender No	EMD	Date & Time of Opening of Technical bids
Supply, Installation, commissioning & validation of Homogenizer System Location of Delivery: HLL Lifecare Ltd, Peroorkada Factory Thiruvananthapuram.	PUR/08/R1/PQ/SICVHP HOMOGENIZER /2021- 22	Nil	(1) Last date and time for submission of bid – 24.12.2021 at 15:00 Hrs. (2) Date and time of opening – 24.12.2021 at 15:30 Hrs.

2. बोली दस्तावेजों का एक पूरा सेट हमारी वेबसाइट www.lifecarehll.com से डाउनलोड किया जा सकता है। डिमांड ड्राफ्ट के रूप में "एचएलएल लाइफकेयर लिमिटेड" के पक्ष में तिरुवनंतपुरम, केरल, भारत में देय। तिरुवनंतपुरम में देय एचएलएल लाइफकेयर लिमिटेड, के पक्ष में तैयार निविदा दस्तावेजों की लागत अप्रतिदेय शुल्क 560 / - (जीएसटी सहित)

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- केलिए डिमांड ड्राफ्ट या एनईएफटी / रटीजीएस के माध्यम से बोली के साथ संलग्न करना है

A complete set of bid documents can be downloaded from our website www.lifecarehll.com. A non-refundable fee of Rs. 560/- (including GST) in the form of Demand Draft drawn in favor of "HLL LIFECARE LIMITED" payable at Thiruvananthapuram, Kerala, India or through NEFT/RTGS . Receipt may be attached along with the bid.

निविदा शुल्क के भुगतान के लिए एचएलएल खाता विवरण (भुगतान मोड:एनईएफटी/ रटीजीएस)

बैंक का नाम: भारतीय स्टेट बैंक। खाता संख्या: 0030307535628,

IFSC कोड: SBIN0004350,

शाखा का नाम: वाणिज्यिक शाखा थायकाँड, तिरुवनंतपुरम।

HLL A/c details for payment of tender fees (Payment mode: NEFT/RTGS)

Name of the bank: State Bank of India. A/c No: 0030307535628,

IFSC Code: SBIN0004350,

Branch Name: Commercial Branch Thycaud, THIRUVANANTHAPURAM.

Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The suppliers/ Contractors bid will be evaluated only if payment is effective on the date and time of bid opening.

3. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender inviting Authority for the tender or the relevant contact person indicated in the Tender.

Address for communication, receipt and place of opening of bids:

VP (Sourcing),

HLL LIFECARE LTD,

Peroorkada Factory,

THIRUVANANTHAPURAM- 695005

KERALA, INDIA

Ph. 0471 2437270 / 0471-2539329/ 0471-2435013,

Email: materialspt@lifecarehll.com /

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4. The completed bid documents and all schedules as hard copy should be submitted to VP (Sourcing), in the above address along with sealed bids. Bids received after due date and time will be rejected. Any bid not accompanied by Tender fee will be rejected.

SSI/MSME units interested in availing exemption from payment of EMD(NIL) should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC.

5. Technical Bid and Price Bid shall be submitted in sealed covers separately. Tender Number shall be super-scribed on Technical Bid and Price Bids both covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single cover with the respective Tender Number written thereon, complete in all respect and sealed, addressed **to The VP (Sourcing), HLL Lifecare Limited, Peroorkada Factory, Trivandrum – 695005, Kerala, India** should reach us on or before the due date and time mentioned in the Tender Notification. Tender brought to the office after prescribed time will not be accepted. HLL will not be responsible for any delay in transit of tenders sent by post. More details can be had from the office of VP (sourcing) during working hours.
6. Bids will be opened in the presence of Bidders representative(s) who wishes to attend on the specified date and time, at the office of HLL at the address given in Clause 3 above.
7. 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.
8. 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 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 Telex/Fax/Telegraph will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason thereof.

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9. Amendments:

Any amendments related to the tender shall be published only in HLL web site www.lifecarehll.com

10. Period of contract 24.12.2021 to 23.12.2022

11. Eligibility criteria for bidders: As per Tender document.

12. A firm/bidder shall submit only one bid in the same bidding process. A bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

13. Joint ventures or consortiums of two or more registered bidders are not permitted.

14. Pre bid meeting: Not applicable for this Tender.

15. Opening of Technical bid and Bidder short listing: The Technical bids will be opened evaluated and shortlisted as per the eligibility and Technical qualifications. Hardcopy of all documents in support of Technical qualifications shall be submitted. Bids shortlisted by this process will be taken up for opening the Financial bid.

16. Opening of Financial bids: Bids of the Technically qualified bidders shall only be considered for opening the financial bid.

17. HLL Lifecare Ltd does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

18. HLL Lifecare Ltd reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates

19. In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material mis representation or has given any materially incorrect or false information; appropriate legal/penal etc. action shall be taken by

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HLL Life Care Ltd. Including but not limited, forfeiture of security deposit, black listing etc. as deemed fit by HLL Life Care Ltd.

20. Conditional bids and bids not submitted with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
21. The agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on HLL Lifecare Limited due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to HLL Lifecare Limited on this Account. However, it must be clearly understood that the agency/bidder will comply to all statutory obligations in force and amended from time to time and HLL Lifecare Limited will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations.
22. The technical bid should be submitted as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
23. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders .The decision of HLL Lifecare Limited shall be final in this regard.

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INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

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/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this Invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **'Supplier'** shall mean the successful bidder whose tender has been accepted by the Purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- e. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- f. **'Contract Period'**, shall mean the period specified in the tender documents during which the contract shall be executed.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites Techno commercial bids from the eligible, Competent and experienced manufacturers/authorized agents who are capable of supplying the material as per our tender conditions and specification in Schedule A.

3. ELIGIBLE BIDDERS

3.1 A Bidder should have eligibility criteria as per 9.2 of this section to submit bids against this tender.

3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

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3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.

4. COST OF BIDDING

4.1 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.

4.2 Tender documents may be downloaded free of cost from the site of HLL (www.lifecarehll.com). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the bid.

5. SITE VISIT- Bidders are advised to visit HLL and have a detailed idea of existing homogenizer we are using.

6. Getting information from website of HLL Lifecare Ltd (www.lifecarehll.com)

6.1. All prospective bidders are expected to see all information regarding submission of bid for the tender published in the website during the period from the date of publication of NIT and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

6.2. HLL Lifecare Ltd shall not allow submission of bids after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time. In this regard, HLL Lifecare Ltd shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. The Bidder is required to download the listed documents from the website of HLL Lifecare Ltd. He shall submit the completed bid at his convenience before the closing date and time of submission.

7.1.1. The bidder is expected to examine carefully all instructions, terms and conditions of Contract, Forms, Technical Specifications and Bill of Quantities in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

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7.2 Clarification of Bidding Documents

7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website.

7.3 Amendment to bidding documents.

7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing amendment.

7.3.2. Any amendment thus issued shall be a part of the bidding documents which will be published in the website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time

7.3.3. If the amendment thus published does involves major changes in the scope of supply, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the amendment published.

8. Preparation of Bids

8.1 Language of the Bid

8.1.1. All documents relating to the bid shall be in the English language.

8.2. Documents Comprising the Bid

8.2.1. The Techno commercial bid submitted by the bidder shall comprise the following:

i. Details required for e-payment (Details of bank account having core banking facility and email address of the bidder) in the prescribed format.

ii. Payment of tender fee/UdyogAadhaar/ Udyam registration certificate as detailed in the web site of HLL Lifecare Ltd.

iii. Udyogaadhaar/Udyam details.

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- iv. Copy of Documents in proof of eligibility criteria.
- v. Copy of Documents in proof of financial turnover.
- vi. Other documents specified in Part III.
- vii. Priced Bill of Quantities.

8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

8.3.1. The Bidder shall bid as described in the Bill of Quantities.

8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank.

8.3.3. The rates quoted by the Bidder shall be FOR HLL STORES which includes cost of all materials, freight charges and packing and forwarding charges.

8.3.4. GST applicable shall be extra.

8.3.5. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

8.5. Bid Validity

8.5.1. Bids shall remain valid for the period of **one year** from 24.12.2021. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in

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writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

8.6 EMD (Nil) / Tender Fee

8.6.1 SSI/MSE units interested in availing exemption from payment of Tender Fee should submit a valid copy of their UdyogAadhaar/Udyam registration certificate as mentioned in the NIT. But the Party has to provide Security deposit if Tender is awarded to them. Security deposit will be 3 % of the order value subject to a maximum of Rs.2,00,000.

8.6.2.25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. All rules and regulations as per guidelines of Government of India shall be applicable for MSME.

8.6.3 Startup units interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them. Security deposit will be 3 % of the order value subject to a maximum of Rs. 2,00,000. All rules and regulations as per guidelines of Government of India shall be applicable for Startup Units.

8.6.4 The Bid Security may be forfeited:

- 1) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity Including extended period of validity; or
- 2) If any modification is effected to the tender documents or
- 3) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - a) Accept the LOI/purchase order; or
 - b) Furnish the required Security Deposit.

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PHONE NO: 0471 2437270 / 2539329

EMAIL: materialspft@lifecarehll.com/materialsnt@gmail.com

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8.6.5 In such cases, material will be procured from alternate sources at the risk and cost of the selected bidder. In such cases, the additional cost incurred will be recovered from them.

8.6.6. The Bid Security deposited will not carry any interest.

8.6.7. The mode of remittance of Tender Fee shall be the same as detailed for remitting Bid Security. Bidders shall remit the Tender fee using the payment options as mentioned in the Tender Document.

8.6.8. Any bid not accompanied by the Tender Fee as notified, shall be rejected as non-responsive.

8.6.9. Tender Fee remitted will not be refunded.

8.7 Alterations and additions

8.7.1. The bid shall contain no alterations or additions, except those to comply with Instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

8.7.2. The bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

9. Submission of Bids

The Bidder shall submit their bid as per the tender document as detailed in the HLL web site. The bidders shall download the tender documents including the Bill of Quantity (BOQ). The Bidder shall fill up the documents and submit the same. Copies of all certificates and documents shall be submitted.

9.1 The tender is invited in 2 bid system.

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, through RTGS/NEFT transfer in the following HLL A/c details or as DD drawn in favour of HLL Lifecare Ltd payable at Thiruvananthapuram, Kerala, India.

Name of Bank: State Bank of India

A/c number: 0030307535628

IFSC Code: SBIN0004350

Branch name: Commercial Branch,

Thycaud, Thiruvananthapuram

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Document of the above transactions completed successfully by the bidder, shall be submitted along with the bid.

9.1.1 Period of Validity of Bids

(a) Technical Bid & Price Bid shall be valid for minimum one year

(b) In exceptional circumstances, HLL may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

9.1.2. Format and Signing of Bid

(a) The bidder shall prepare the bid clearly marking the Bid as appropriate.

(b) The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

(c) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

9.1.3. Sealing and Marking of bids

Separate bids shall be submitted for Price Bid and Technical Bids.

(a) The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" (cover A) and 'PRICE BID (cover B). The Bidders shall then place both the envelopes of Technical and Price bid in an outer envelope. The name of the product for which the bid is made must be written on both the inner envelopes and the outer envelope.

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(b) The inner and outer envelopes shall be addressed to HLL at the following address:

VP (Sourcing)

HLL Lifecare Ltd, Peroorkada Factory,

Thiruvananthapuram –05

(b.1) The outer envelope shall bear the Tender number, and a statement: **“DO NOT OPEN BEFORE” 15.00 Hrs. ON 24.12.2021”**

(b.2) The outer and 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”.

(b.3) If the inner and outer envelopes are not sealed and marked as required, HLL will assume no responsibility for the bid’s misplacement or premature opening.

(b.4) Bids must be received by HLL 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 HLL, the bids will be received up to the appointed time on the next working day.

(b.5) HLL 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 HLL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/UdyogAadhaar/ Udyam registration certificate. If the bidder is a MSME, it shall declare in the bid document the UdyogAadhaar Memorandum Number issued to it under the MSME Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

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Start up units interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion as per NIT. But the party has to provide security deposit if Tender is awarded to them. All rules and regulations as per guidelines of Government of India shall be applicable for Start-up Units.

9.2 Technical bid:

Technical Bid should contain signed copy of documents duly filled and signed as specified in Part III. The Technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled in the Technical specifications wherever necessary as per the instructions given.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfilment of these conditions while submitting the bid.

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SI No	Eligibility Criteria
1	Questionnaire for Minimum eligibility criteria as per Schedule E
2	Bidder must have minimum annual turnover of Rs.5 Crores during the last three years. The bidder must submit their balance sheet, profit and loss account for last three years (P&L sheet certified by Chartered accountant to be submitted).
3	The duly signed acceptance form as per Schedule H of Part-III to be attached
4	Duly filled and signed copy of requisition for e-payment form along with clear and visible scanned copy of cancelled cheque as per Schedule I of Part-III.
5	General information of the vendor as per Schedule F of Part III & Vendor Development form as per schedule G.
6	<ol style="list-style-type: none">1. Latest ISO Certificate /Declaration regarding the same. Duly attested copies of quality certificates for the product, quality system certification and quality accreditation certificate and specified in Technical specification.2. Self-certified Environment friendly certificate as per schedule C.3.Signed copy of Schedule –A4.Signed copy of Schedule –D5. Duly attested copies of factory license/ Industrial license, sales tax registration, and documents to prove the legal status, place of registration and principal place of business of the undertaking.6. Copy of Balance sheet for the past three financial years, duly certified by a chartered accountant.7. Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if the bid is accepted;8. Documentary evidence established in accordance with ITB Clause 12 that the equipment and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents.

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9.3 Financial Bid:

For Homogenizer the bidders are requested to quote the rate as per BOQ. Lowest rate of each line item of technically qualified bidders will be considered to arrive at the successful bidder.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be filled by all the bidders.

1. The prices shall be quoted for all items and shall be firm. The amount shall include all plant, layout, materials, all temporary works, supervision, taxes, duties, levies, insurance and every incidental and contingent cost and charges whatsoever required to complete the item of work in all respects conforming to related specifications, drawings etc.
2. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
3. The prices quoted by the bidder shall be in sufficient detail to enable HLL to arrive at the price of equipment/system offered.
4. **Bid Currencies**
Indian Bidders should quote only in INR.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award of order). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:

2. The whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.

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10. Deadline for Submission of the Bids

10.1 Bid shall be received only on or before the date and time as notified in NIT. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid.

10.2 Modification, Resubmission and Withdrawal of Bids

10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require submission of all documents including price bid afresh.

10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, HLL Life Care Ltd shall consider only the last bid submitted.

10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. HLL Life Care Ltd shall not allow any withdrawal after the date and time of submission.

11. Bid Opening and Evaluation

11.1 Bid Opening

11.1.1 HLL Lifecare Ltd will open all bids, in the presence of bidder's representatives who choose to attend, at 15.30 Hrs on **24.12.2021** at the following location:

HLL Lifecare ltd

Peroorkada Factory, Thiruvanthapuram- 695005.

11.1.2 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 HLL, the bids shall be opened at the appointed time and location on the next working day.

11.1.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the HLL, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid

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opening, except for late bids, which shall be returned unopened to the bidder pursuant, to clause 10.2 of ITB.

11.1.4 HLL will record the bid opening.

11.1.5 The "Price Bid" (cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time of opening of Price Bid will be intimated to bidders whose bids are responsive and selected by HLL.

11.1.6 HLL will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. HLL 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 HLL's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid. The price bid of the bidders who are disqualified at the technical scrutiny will be returned un-opened. 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.

11.2 CLARIFICATION OF BIDS

11.2.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

11.2.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the order is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.2.3. Examination of Bids, and Determination of Responsiveness

(a) During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; Tender fee and the required documents and certificates.

(b) A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

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(c) If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

(d) Non submission of legible or required documents or evidences may render the bid nonresponsive.

(e) Bidder can witness the principal activities and view the documents/summary reports for that particular tender by logging on to the portal with his DSC from anywhere.

(f) Single tender shall not be opened in the first tender call.

(g) Negotiation on Bids

The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

11.3 PRELIMINARY EXAMINATION

11.3.1 HLL 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.

11.3.2 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, their bid will be rejected.

11.3.3 HLL 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.

11.3.4 Prior to the detailed evaluation pursuant to clause ITB 11.4, HLL 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

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

11.3.5 If a bid is not substantially responsive, it will be rejected by HLL and may not subsequently be made responsive by the bidder by correction of the non-conformity.

11.4. EVALUATION AND COMPARISON OF BIDS

11.4.1 HLL will evaluate and compare bids previously determined to be substantially responsive as follows.

11.4.2 HLL'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 Supply, Installation, commissioning & validation of Homogenizer system 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 equipment and its parts and accessories, and excise duty or GST on the equipment, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB and in the technical specifications:

11.4.3 Pursuant to ITB the following evaluation methods will be applied:

(a) Inland transportation, from factory, insurance and incidentals.

Inland transportation, insurance and other incidentals, for Supply, Installation, commissioning & validation of Homogenizer system costs will also be considered in the bid price.

(b) Spare parts and after sales service facilities in India.

11.5 CONTACTING HLL

11.5.1 No bidder shall contact HLL 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 HLL it should do so in writing.

11.5.2 Any effort by a bidder to influence HLL in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

11.6. Confidentiality

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11.6.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of orders shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

11.6.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

12. Award of Order

12.1. HLL will award the order to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the material will be procured from other responsive bidders at the risk and cost of nonresponsive L1 bidder.

12.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

12.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the finalization of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Tender Inviting Authority's action.

12.5 Notification of Award and Order Acceptance

12.5.1 The Bidder, Whose Bid has been accepted, shall be notified of order by HLL prior to expiration of the Bid validity period by e-mail.

12.5.2 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 as well as such other information as HLL deems necessary and appropriate.

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12.5.3 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 HLL will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

12.5.4 HLL 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.

12.5.5 HLL reserves the right at the time of award of contract to increase or decrease the quantity of equipment and its parts and accessories, wherever applicable, and services originally specified in the bid document without any change in unit price or other terms and conditions.

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

12.5.7 Prior to the expiration of the period of bid validity, HLL will notify the successful bidder in writing by registered letter or email to be confirmed, that its bid had been accepted. The notification of award will constitute the formation of the contract.

12.5.8 Supply, Installation, Commissioning& validation of the equipment and its parts and accessories shall be made by the Contractor within the stipulated delivery date as specified in the purchase order / work order / contract, from the date of placing the date of Order. If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely Supply, Installation, commissioning & validation of Homogenizer system, the Contractor shall promptly notify HLL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, HLL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without penalty.

A delay by the Contractor in the performance of its Supply, Installation, Commissioning& validation obligations shall render the Contractor liable to liquidated damages mentioned in Clause 10 of the Specific conditions of contract, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

If the Contractor fails to deliver any or all of the equipment or its parts or perform the Services within the time period(s) specified in the Purchase Order, HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as

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पेरूरकडा.पि.ओ. PEROORKADA. P.O,

तिरुवनंतपुरम - 695 005 THIRUVANANTHAPURAM-695 005

PHONE NO: 0471 2437270 / 2539329

EMAIL: materialspft@lifecarehll.com/materialsnt@gmail.com

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penalty of an amount equivalent to 1% of the Total Contract Value for each week of delay or part thereof subject to a maximum of 5% of the Total Contract Value.

12.5.9 The successful bidder has to Supply, Installation, commissioning & validation of Homogenizer system within 2 **Months** from the date of issue of work order/Letter of Indent

12.5.10 Payment Terms

Payment Terms for Supply

a) 20% advance payment shall be released against (Bank Guarantee) from a scheduled bank valid for a period of One year or till completion of Design, Manufacture, Supply, Installation, Commissioning and validation of the System. The supplier will have to provide BG equivalent to 110% of Advance Amount. If tender is terminated due to default of the supplier, the mobilization advance will be deemed as interest bearing advance @ 10 % interest to be compounded quarterly.

b) 50% of the payment shall be released within 30 days, against receipt of goods at HLL site and certified by HLL Officials,

c) 20% of the payment shall be released after Installation, Commissioning and acceptance of the system by HLL Officials.

d) Balance 10% will be retained as Retention Money which shall be released only after one year from the date of defect liability period or against a Performance Bank Guarantee from a scheduled bank for an amount equivalent to 10% value of supply part, valid for a period of one year (warranty period) from the date of the issue of final machine commissioning and acceptance certificate issued by HLL.

e) The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram as the case may be.

Defect liability period:

- Defect liability period will be 12 months from the date of Completion as certified by the authorized Official(s) of HLL.
- The contractor shall stand guarantee for materials and workmanship as per Clause No. Section V – Annexure-2 of the Technical Specification given in the

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Tender Notification and Clause No. Section III of the General Conditions of Contract. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by the authorized Official(s) of HLL, at his own cost and within the time stipulated by the Official concerned.

- The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.

13. Corrupt or Fraudulent Practices

13.1 The purchaser requires that the bidders and suppliers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the order in question.

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SCHEDULE A

TECHNICAL SPECIFICATION

Annexure I : Description of Proposal

a) Scope of work:

The nature and extend of work to be carried out is generally described herein. The work to be carried out covers Supply, Installation, commissioning & validation of Homogenizer system at HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram.

b) Description of work for Tenderers

1.0 Description

HLL Lifecare limited, formerly Hindustan latex limited (HLL) is a public sector undertaking under the Ministry of health and family welfare. It was incorporated in 1966 with the primary goal of producing quality condoms for the national family planning program. HLL continues to be a leader in manufacturing condoms and contraceptives in India. HLL had since diversified into the manufacturing of other healthcare products such as blood bags, surgical sutures etc.

2.0 Process of Homogenization

High pressure homogenizer is used for latex compounding to get superior mixing of latex with chemicals. This will give uniform viscosity and consistent TS (Total Solid) for the entire compound. This will also improve the consistency and thickness of the product.

Homogenization is based on the principle that when large molecules in a coarse mixture are passed under high pressure through a narrow orifice are broken into smaller molecules having a greater degree of uniformity and stability.

Homogenization is the process of converting non-uniform mixture to a colloidal state or a uniform mixture. It is done by reducing particle size of mixtures or uniform dispersion of the mixtures making the product homogenous.

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The scope of the work involves supply erection commissioning and validation of Homogenizer system as per the latest standards.

The brief description of the scheme is as follows:

- Latex and chemicals transferring to Mixing tank
- Mixing and heating of Latex and chemicals in mixing tank
- Homogenization of Latex and chemicals using High pressure homogenizer
- Filtration of compound After homogenization
- Storage & Cooling of Homogenized compound for maturation in Supply tanks

3.0 Scope of supply

The Homogenizer system is to be designed, supplied, installed, commissioned and validated for latex compound. The vendor should accordingly consider all necessary items required for effective installation and performance of the system, whether mentioned or not in the specifications.

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4.0 Technical specification

TECHNICAL SPECIFICATION OF HOMOGENIZER		
Sl. No.	Description	Specification
1	Flow rate	2000 LPH (Can homogenize 2000 LPH of latex+ Chemical mixture)
2	Pressure	150 - 200 bar
3	Homogenization Stages	2 stages
4	Homogenization Valve operation	Manual Operation
5	Homogenizing valve and valve seat	Tungsten carbide / Higher grade
6	Suction & Discharge valve	Ball Type Stellite / Higher grade
7	Suction & Discharge valve seat	Ball Type Stellite / Higher grade
8	High pressure Pump bock (Liquid end)	Should be a single piece material of SS 316 , Can Open Suction & Discharge side for easy cleaning of suction and discharge ball valves(Top and Bottom), Front Open for plunger side cleaning and replacement of plunger and plunger packings
9	Pressure relief valve	Adjustable pressure relief valve
10	Drive Arrangements	V-Belt and pulley drive
11	Lubrication	Splash/ Forced

5.0 Receipt / Storage / Handling

All material received at site will be subjected to thorough inspection for quality and quantity. Vendor to make own arrangements for transportation, unloading, storing, shifting, handling, etc., for all the materials supplied by him. All equipment meant for this purpose will be arranged by the vendor.

Any item found less in quantity (or) damaged, while receipt / handling / shifting / etc., will be replaced by the vendor at his own cost.

All tools and tackles, material handling equipment, welding equipment, fasteners, testing equipment, inspection equipment, etc., intended for carrying out this job, and essentially required will be arranged by the vendor. The responsibility of safety and proper storage of all these equipment's lies with the vendor.

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6.0 Workmanship / Supervision

The vendor is expected to deliver high quality of workmanship throughout the execution of the job. Highly qualified, experienced, skilled and competent engineers must be deputed on full time basis throughout the execution of the job. Vendor must inform in advance the personnel to be deployed at site to carry out the execution.

7.0 Instrumentation and Interlocks

Vendor to provide the interlock and instruments as per the equipment requirement and those are indicated in the approval of P & I Ds submitted by the vendor.

Annexure II

a. Electrical installation

1.0 Scope

The scope of this section comprises supply of electrical wiring drawing lay out

2.0 General

Work shall be carried out in accordance with the specifications, local rules I.E. Act 1910 as amended up to date and rules issued there under, regulations of the Local Fire Insurance Association and Indian Standards code of practice No. IS : 732-1963 and CPWD General specifications for Electrical Work(Internal) -1977 and Kerala State Electrical Inspectorate standards.

The Bidder has to provide the equipment individual electrical requirement with detailed specifications. The entire wiring will be made by HLL under the Bidder's supervision. Four sets of drawings giving single line diagram run of cables location along with of detail panels, indication/interlocking circuits cable with sizes within the building/underground cables showing the location of straight through joint boxes, location of main earthing stations shall be furnished before submitting to the Client.

3.0 Equipment Wiring

Final connections to the Equipment shall be through flexible wiring particularly for equipment mounted on guide rails and which are liable to be moved.

4.0 Testing

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Before the commissioning of the plant, the entire installation shall be tested in accordance with Code of Practice IS No: 732 - 1963 and the test report furnished by the qualified and authorized person. The electrical installation shall be got passed from local electrical inspector. The first inspection fee shall be paid by the Owner.

5.0 Documents before dispatch

- Material test certificate of major components
- Type Test / routine test certificate for motors and instruments
- Welding test reports
- Leakage test reports
- Mechanical operational test reports (for noise, vibration, current drawn, rpm,
- Electrical & instrument operational test reports for (controls, interlocks, safeties, etc.)
- Warranty / guarantee certificate of various major bought out items
- Operation and maintenance manuals of own and bought out items

6.0 DQ - Design qualification

The documents related to this shall generally be in-line with the specifications. The user data specified will be thoroughly studied by the vendor before selecting the right type of equipment. The equipment proposed by the vendor shall specify all the utility requirements meant for regular operation, cleaning and maintenance of the equipment along with necessary consumption data for each such utility. The vendor shall design the equipment that is safe in starting, operation and shut down. All necessary electrical interlocks, mechanical stoppers, safety guards, etc., shall be suitably provided in the equipment design. **Necessary audio / visual alarm system is also provided in the system in line with any operational malfunctioning of the system.** The electrical system shall be weatherproof /flameproof as per mentioned in the relevant specifications.

7.0 IQ - Installation qualification

The vendor shall provide necessary document support to carry out the installation of the equipment. All necessary layout drawings, erection drawings, installation manuals, safety instructions, etc., shall be supplied before the delivery of the system. The vendor shall also clearly indicate the connection details for all the utility and other ancillary

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systems required for the operation and maintenance of the system. The system shall be duly installed as per the relevant documents and it is the responsibility of the vendor to ensure all such information is supplied in advance and the equipment / system is installed as per the documents supplied. The client is not responsible for any wrong information supplied by the vendor and the vendor at his cost would rectify such defects.

8.0 OQ – Operation qualification

The vendor must provide necessary operating instructions like warm-up, start-up, safeties (during starting, operation and shut-down), and procedure for shut down and emergency stop, necessary interlocks, etc. The system supplied shall deliver the desired quantity and quality of the product as per the design conditions. Any shortfall in performance shall be rectified by the vendor and if need be the equipment shall be replaced at the vendors cost. A display chart showing “**WARNING SIGNS, DO’s and DON’Ts**” shall be supplied with the system and it has to be displayed at the operator station.

Any leakage, overheating, excessive vibration, noise, failure of parts, etc., during the guarantee period will be rectified by the vendor free of cost, including the replacement of damaged / worn out parts

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SCHEDULE B

MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID

ITEM: SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF
HIGH PRESSURE HOMOGENIZER SYSTEM FOR HOMOGENIZATION
OF COMPOUNDED LATEX OF CAPACITY 2000 LPH

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract.

The minimum criteria to participate in this Tender are as under:

1. The tenderer should be manufacturers of High pressure Homogenizer at least from last 5 years. (Documentary evidence should be submitted)
2. The tenderer should have supplied, erected & commissioned at least 2 numbers of Homogenizer for latex application of capacity \geq 2000 LPH in the past five years. For which the tenderer should produce supply orders, completion certificate proofs, and performance certificate duly approved by the concerned authority of the clients.
3. List of customers with contact nos. and responsible person to whom you have supplied the Homogenizer system and can directly confirm.
4. Party should have a turnover of Rs.5 Crores (minimum) for each of the past consecutive Three years. (Balance sheet and Profit and Loss account certified by a chartered accountant), to be submitted.
5. The duly signed acceptance form conforming that all terms & conditions, technical specifications, volume of supply 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)
6. Deviation if any, giving reasons for the deviation.
7. GST/PAN registration certificate must be submitted along with the bid.
8. Bidders or their authorized service representative firm must have their office in Trivandrum with trained service engineers and full-fledged service facilities so as to attend breakdown calls immediately on request. Proof for the same need to be

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तिरुवनंतपुरम - 695 005 THIRUVANANTHAPURAM-695 005

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submitted. If service is rendered through authorized service representative firm, they should submit proof of their present CAMC activities of minimum 5 reputed manufacturing firms/leading private establishments. Also bidder should submit MOU certificate with their authorized representative firm. MOU should be valid for Minimum 5 years.

9. Bidders shall have excellent work force and infrastructure so as to execute the committed projects on time irrespective of any adverse pandemic situation.

10. in perspect to ITB clause 9.2 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 their bid is accepted.

11. The documentary evidence of the Bidder's qualifications to perform the contract if the bid is accepted, shall establish to HLL's satisfaction.

12. Bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principal 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 of work given in minimum eligibility criteria and details of current contracts in hand and other commitments.

Note

1. The bidder should furnish Registration Certificate and Certificate of Incorporation.
2. Bidders shall invariably furnish documentary evidence (Client's Certificate/installation report) in support of the satisfactory operation of the equipment as specified above.
3. The bidder should furnish the copy of Audited balance sheet in proof of financial strength.
4. Conditional Bid will be summarily rejected
5. Vendors who do not meet the minimum eligibility criteria will be disqualified and their Price bids will not be opened.

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PART II

SCHEDULE – C

TERMS & CONDITIONS (T&C)

1. The bidder shall intimate the Purchase department of HLL regarding changes in manufacturer name, production facilities/process and other changes if any during contract period.
2. The quantity mentioned herein is approximate requirement and in case the company requires less/more quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
3. HLL reserves the right to split up the quantity and place the order on more than a supplier and also reserves the right to accept or reject the offer without assigning any reason.
4. The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
- 5. In the event of placing Orders: -**
 - a. Bidder should submit all relevant document details as said in "Scope of work".
 - b. The remaining period of shelf life of material on arrival at our stores should be minimum 5/6th of the total shelf life.
 - c. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
 - d. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from HLL. The procedure in this regard would be as follows: -
 - (i) Material shall be returned through the Transporter indicated in Schedule F or through our approved Transporter on freight to-pay basis.
 - (ii) Alternatively, the rejected material shall be destroyed at our end.
 - (iii) The cost incurred for disposal of the rejected material shall be recovered from supplier.

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(iv) The supplier is required to replace the rejected material failing which HLL reserves the right to procure the material from alternate source(s) at supplier's risk and cost.

e. A self-certified certificate in the letter head of the firm confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed in Envelope II.

f. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality.

HLL reserves the right not to receive material beyond the delivery date given in the order.

g. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period up to **23.12.2022** during which period no price escalation and no change in terms and conditions will be allowed on any ground.

h. Acceptance of the delayed supplies and excess quantity is solely at the discretion of HLL. In the case of excess supply the excess quantity shall be returned back through the Transporter indicated in Schedule F or our authorized transporter on freight to pay basis.

i. The parties have to abide by delivery schedule given in the supply order strictly. Penalty @0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

j. HLL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.

k. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details

i. Supply Order No.& date

ii. Description of items as contained in the supply Order.

iii. Quantity dispatched

iv. Manufacturing date.

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v. Expiry date.

vi. Total Number of packages/ serially numbered

vii. Test certificate

viii. HLL's GST No.

The L.R No. should be intimated immediately after dispatch of the material by e-mail.

I. The following information shall be stenciled or labelled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.

a. Name of Product (as given in supply Order)

b. Date of Manufacture (Monthly/Yearly)

c. Date of expiry.

d. Quantity

e. Instruction of storage and handling

f. Name & Address of Manufacturer

g. Company's address in full

h. All packages should be separately numbered and it should appear on top of the packages with proper labeling.

m. The following documents should accompany the consignment

i. Invoice in triplicate

ii. Delivery Note/Challan

iii. Packing List

iv. LR/AWB

v. Material Safety Data Sheet (MSDS)

vi.Environment clearance certificate

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n. Mode of Transport shall be by road, unless otherwise specified. The materials shall be sent through the Transporter who has been granted a Certificate of Registration for transportation of goods as per Carriage by Road Act 2007.

6. INDEMINITY CLAUSE:

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

No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order. Bid pronounced Non Responsive by HLL shall be summarily rejected

7. APPLICATION

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

8. STANDARDS

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.

9. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Contractor shall not, without HLL'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 HLL in connection therewith, to any person other than a

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तिरुवनंतपुरम - 695 005 THIRUVANANTHAPURAM-695 005

PHONE NO: 0471 2437270 / 2539329

EMAIL: materialsft@lifecarehll.com/materialsnt@gmail.com

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person employed by the Contractor 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.

The Contractor shall not, without HLL's prior written consent, make use of any document or information enumerated in T&C Clause 4.1 except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in T&C clause 4.1 shall remain the property of HLL and shall be returned (in all copies) to HLL on completion of the contractor's performance under the Contract if so required by HLL.

10. PATENT RIGHTS

The Contractor shall indemnify HLL 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.

11. INSPECTION AND TESTS

HLL 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 HLL. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests HLL requires and where they are to be conducted. HLL shall notify the Contractor in writing of the identity of any representatives retained for these purposes.

The inspections and test may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Contractor 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 HLL.

Should any inspected or tested Goods fail to conform to the specifications, HLL may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to HLL.

HLLs 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 HLL or its representative prior to the Goods dispatched.

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12. PACKING

The Contractor 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.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the agreement / purchase order including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by HLL.

13. DELIVERY AND DOCUMENTS

Supply, Installation, commissioning & validation of Homogenizer system shall be made by the Contractor in accordance with the terms specified in the purchase order by HLL. The details of dispatching and/or other documents to be furnished by the contractor are specified in the purchase order, if any.

14. INSURANCE

The Goods Supplied under the Contract shall be fully insured in Indian Rupees (as specified in work order / purchase order / contract) against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

15. INCIDENTAL SERVICES

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

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(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 Contractor of any warranty obligations under this Contract; and

(e) Training of HLL's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

16. SPARE PARTS

As specified in the Special Conditions of Contract, the Supplier may be required to provide the information pertaining to spare parts (specifications and supplier details) manufactured or distributed by the Supplier and also provide the list of spares.

(a) Such spare parts as HLL may select to purchase from the Supplier, providing that this selection 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 HLL of the pending termination, in sufficient time to permit the HLL to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to HLL, the blueprints, drawings and specifications of the spare parts, if and when requested.

17. WARRANTY

The Supplier shall warrant that the Goods supplied under this Contract are 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 shall warrant 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 HLL'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

This warranty shall remain valid for minimum one year from the date of installation or commissioning.

HLL shall promptly notify the supplier in writing of any claims arising under this warranty.

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Upon receipt of such notice, the Supplier shall, within the period specified in SCC, and with all reasonable speed, shall indemnify HLL.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, HLL 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 HLL may have against the Supplier under the contract.

18. PRICES

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

19. CHANGE ORDERS

19.1. HLL may at any time by written order given to the Contractor, 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 HLL;

(b) services to be provided by the Contractor.

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

20. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

21. ASSIGNMENT

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

22. SUBCONTRACTS

The contractor shall notify HLL 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 Contractor from any liability or obligation under the contract.

23. LIQUIDATED DAMAGES

If the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, the liquidated damages specified in Clause 10 of the SCC, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, HLL may consider termination of the Contract.

24. TERMINATION BY DEFAULT

HLL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part;

a) if the Contractor 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 HLL, or

b) If the Contractor fails to perform any other obligation(s) under the contract.

In the event HLL terminates the Contract in whole or in part, HLL may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to HLL for any excess costs for such similar Goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

25. FORCE MAJEURE

25.1. For purposes of this Clause "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of HLL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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25.2 If a Force Majeure situation arises, the Contractor shall promptly notify HLL in writing of such conditions and the cause thereof. Unless otherwise directed by HLL in writing, the Contractor 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.

26. TERMINATION FOR INSOLVENCY

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

27. RESOLUTION OF DISPUTES

27.1. HLL and the contractor 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.

27.2. If, after thirty (30) days from the commencement of such informal negotiations, HLL and the Contractor 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 not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

27.3. The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram

28. GOVERNING LANGUAGE

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.

29. APPLICABLE LAW

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

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30. NOTICES

30.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax or email and confirmed in writing to the other Party's address specified in Special Conditions of Contract

30.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. TAXES AND DUTIES

Contractors shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until Supply, Installation, commissioning & validation of Homogenizer system to the HLL.

32. Preference to Make in India

Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Verification of Local Content:

- a) The supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the items offered meets the local content requirement for supplier, as the case may be. They shall also give the details of the locations (s) at which the local value addition is made.
- b) In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order

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2017and subsequent amendment dated 16.09.2020 and any other amendments which may be made from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

Rule 144 (xi) of the GFR regarding restrictions on procurement from a bidder of a which mandates the bidder from a country sharing land border with India

Regarding restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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SCHEDULE D

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. DEFINITIONS (T&C Clause 1)

The Purchaser is HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram

2. INSPECTION AND TESTS (T&C Clause 11)

2.1 The following inspection procedures and tests are required by HLL; the contractor shall get 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 HLL or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch 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 contractor shall take immediate steps to remedy the deficiency or replace the defective equipment/it parts to the satisfaction of HLL.

3. INSURANCE (T&C Clause 14)

3.1 For delivery of Equipment's at site, the insurance shall be obtained by the Contractor in an amount equal to 110% of the value of the equipment from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike if applicable.

4. INCIDENTAL SERVICE (T&C Clause 15)

4.1 The following services covered under T&C Clause 15 shall be furnished and the cost shall be included in the contract price:

(a) Transportation, safe storage and handling of consignment off site.

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(b)On site assembly if any of the supplied equipment, installation, testing and commissioning of the equipment.

(c)Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment;

5 .SPARE PARTS (T&C Clause 16)

Add the following to Clause 16 of the T&C :

Contractor 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 (T&C Clause 17)

Add the following to Clause 17 of the T&C:-

6.1 This warranty shall remain valid for minimum one year after Installation, Commissioning Validation and handing over of the Homogenizer as indicated in the contract.

6.2 Any major repair pointed out by HLL within the warranty period shall be rectified by the Contractor from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of HLL. Failing which HLL has the right to levy penalty on the Contractor @ Rs. 1000 per day or part thereof for the equipment until the equipment are repaired and commissioned to the satisfaction of HLL.

6.3 The Contractor shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion.

(a) Make such changes, modifications, and/or additions to the equipment 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:

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7. Earnest Money deposit (EMD)

NIL

8. PRICES (T&C Clause 18)

Substitute Clause 18 of the T&C with the following:

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

9. SUB CONTRACT (T&C Clause 22)

Add at the end of clause 22 the following:

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

10. LIQUIDATED DAMAGES (T&C Clause 23)

For delays: Substitute T&C Clause 23 by the following:

If the Contractor fails to deliver any or all of the equipment or perform of services within the time period(s) specified in the Contract, HLL 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 value of order per week of delay subject to a maximum deduction of 7.5%. Once the maximum is reached, HLL may consider termination of the Contract.

11. RESOLUTION OF DISPUTES (T&C Clause 27)

Add the following to Clause 27 of T&C:

11.1 The dispute resolution mechanism to be applied pursuant to T&C Clause 27 shall be as follows:

(a) In the case of a dispute or difference arising between HLL and a Contractor 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 .

11.2 The venue of arbitration shall be the place from where the Contract is issued (i.e.) Thiruvananthapuram

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12. INSTALLATION, COMMISSIONING & VALIDATION

Supply, Installation, commissioning & validation of Homogenization system shall be completed by the contractor in accordance with the terms and technical specifications made by HLL.

13. Operational Acceptance:

(a) **Operational Acceptance:** Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performances are met.

(b) **Performance Test:** The performance test shall be conducted by the contractor during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees. It covers the installation, commissioning, validation and taking over of the equipment as per standards specified in technical specifications. After installation qualification and operation qualification the supplier has to conduct the performance qualification validation for a period of 7 days to establish the validity of the Homogenizer system.

Party should perform the particle size analysis of compounded latex before and after homogenization process

14. TRAINING

The bidder shall provide training for maintenance staff of HLL free of cost where required.

The bidder shall provide all training material and documents and other kits. Conduct of training of HLL's personnel shall be on-site.

15. ENCLOSURES TO BID:

15.1 Technical bid (Cover A)

Technical Bid shall include duly filled up Tender documents along with

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a) Tender document fee in the form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram, in case the document is downloaded from website.

b) Bid Security /EMD (NIL) amount in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.

c) Duly attested copy of License, approved by the concerned Licensing Authority.

d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.

e) Authorization of senior responsible officer of the Company to transact business.

f) Annual turnover statement for last three years certified by the Auditor.

g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.

h) Self certified statement of the Installed manufacturing capacity of the Items quoted.

i) Qualification Criteria

j) Technical literature and other documents in support of the goods / services including operation manuals of equipment's.

k) List of items quoted (without prices)

L) Commissioning certificate of the installations in latex compounding industries duly approved by the stake holders

M) Copies of environment clearance certificate and energy efficient certificate.

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भारतसर्कारकाउद्यम (A GOVT.OF INDIA ENTERPRISE)

पेरूरकडा.पि.ओ. PEROORKADA. P.O,

तिरुवनंतपुरम - 695 005 THIRUVANANTHAPURAM-695 005

PHONE NO: 0471 2437270 / 2539329

EMAIL: materialspft@lifecarehl.com/materialsnt@gmail.com

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15 .2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule (BOQ)
- b) Bid Form
- c) Price List of critical essential spares valid for 2 years

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PART III

SCHEDULE E

QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA MATERIAL : HOMOGENIZER

SI No.	Description	
1.	Can you execute supply of Homogenizer as per our specification given in Schedule 'A and scope of work mentioned in Schedule B	YES/NO
2	How many years of experience do you have in the field of manufacturing of Homogenizer.	
3	Do you have a minimum experience of ten years in the field of manufacturing of homogenizer. Whether you have supplied minimum 5 homogenizer during the last four years to PSU's, Govt firms or other leading private firms.	YES/NO
4	Do you have own manufacturing facility, equipment for manufacturing, qualified manpower?	YES/NO
5	If the answer for SI.No. 4 above is yes, have you submitted supporting documents as per clause 2 of minimum eligibility criteria (schedule B)	YES/NO
6	Do you have minimum annual turnover of Rs. 5 Crores during the last three years.	YES/NO
7	If the answer for 6 above is yes, have you submitted relevant certificate /documents to prove the same as per clause 3 of minimum eligibility criteria?	YES/NO
8	Do you have manufacturing facility, manufacturing license and other details like GST / PAN Registration certificate?	YES/NO
9	If answer for 8 above is yes, have you submitted details of the manufacturing facility, manufacturing license and other details like GST / PAN Registration certificate as per clause 4 of	YES/NO

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	minimum eligibility criteria.	
10	Are you coming under MSE/SSI/Start up unit category?	YES/NO
11	If the answer for sl.No:10 is YES, have you enclosed relevant certificates?	YES/NO
12	If the answer for sl.No:10 is NO, a) Have you enclosed Tender fee?	YES/NO
13	Is your company is able to work best under pressure irrespective of any adverse pandemic situation , and handle tight deadlines as required by the purchaser	YES/NO
14	Whether you are OEM of Homogenizer ?	YES/NO
15	Whether you have your office in Trivandrum with trained service engineers and full-fledged service facilities so as to attend breakdown calls immediately on request. Proof for the same need to be submitted. If service is rendered through authorized service representative firm, they should submit proof of their present CAMC activities of minimum 5 reputed manufacturing firms/leading private establishments. Also bidder should submit MOU certificate with their authorized representative firm. MOU should be valid for minimum 5 years.	YES/NO

All the information provided herein is true & correct

NOTE: Forms must be completed in all respect and supported by relevant documents.

PLACE

NAME & SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

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SCHEDULE F

(GENERAL INFORMATION OF THE MANUFACTURER / SUPPLIER)
**SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION
OF HIGH PRESSURE HOMOGENIZER SYSTEM FOR HOMOGENIZATION OF
COMPOUNDED LATEX OF CAPACITY 2000 LPH**

A. Name of Firm/Company :

1. Postal address :

2. Telephone No :

FAX :

E-Mail :

3. 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 :

4. Name of contact person :

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 :

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3. Name of other Directors :

4. Specify whether SSI/MSE unit :

5. if yes, please specify whether your unit
owned by SC/ST/Women entrepreneur :

6. Specify whether startup unit :

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

D. Are you a manufacturer, authorized Dealer or any :
other? If authorized agent,
A copy of the original letter from the
Manufacturer / Principal, duly attested,
Should be furnished conforming the agency

E. How many years have you been in the business :
of Supply, erection, Installation, commissioning &
Validation of High Pressure Homogenizer system
As per HLL specification enclosed

F. What would be the minimum period required to :
Deliver from the date of confirmed Purchase order

G. Have you been a contractor / manufacturer, :

No. of major supplies of similar item supplied
successfully in India, specify. Enclose two
completion certificates from the client
certified that the similar item supplied
successfully. The client list shall be enclosed.

H. What is your :-

1. GST No :

2. Central Excise Registration No :

3. PAN No :

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I. Name & Address of your Banker(s) :

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

i) if so, give the period and details.

K. Average annual financial turnover of the bidder during the last 3 years, ending 31st
March of the previous financial year.

1. 2018-2019: Rs

2. 2019-2020: Rs

3. 2020-2021: Rs

L. Acceptance Form

M. CERTIFICATE

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

Signature

Place:

Date:

Name and address of the bidder with seal

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DATED: 03.12.2021

DETAILS OF MAJOR WORK ORDER SUCCESSFULLY EXECUTED BY THE TENDERER AS PRIME SUPPLIER DURING THE LAST 20 YEARS				
Sl. No.	Name of Client with full address, telephone numbers and nature of item supplied	Details of item supplied	Value of Contract (in lakhs)	Period of Completion with dates (in months)

SIGNATURE OF BIDDER WITH SEAL

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भारतसर्कारकाउद्यम (A GOVT.OF INDIA ENTERPRISE)

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TENDER NO: PUR/08/R1/PQ/SICVHP HOMOGENIZER / 2021-22

DATED: 03.12.2021

DETAILS OF ONGOING PURCHASE ORDERS OF SIMILAR NATURE

Sl. No.	Name of Client with full address, telephone numbers and nature of item	Description of work	Value of purchase order (in lakhs)

SIGNATURE OF BIDDER WITH SEAL

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भारतसर्कारकाउद्यम (A GOVT.OF INDIA ENTERPRISE)

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DATED: 03.12.2021

SCHEDULE- G

QUESTIONNAIRE FOR VENDOR DEVELOPMENT
(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

1. Name & Address of the Manufacturer :

(a) Telephone No.

(b) E-mail Address

(c) Name of contact person

(d) (i) Whether proprietary/partnership/
Limited company.

(ii) Furnish Name/'s, address,
phone nos. of Proprietor/
Managing partner/ M.D / Director's

(e) Specify whether SSI / MSE unit

(f) If Yes, please specify if your unit is owned by :
SC/ST /Women entrepreneur

(g)Specify whether start up unit?

2) Details of tax registration :-

a) GST No. :

3) Name & Address of your Banker(s)

Account no. :

Swift Code

4) Annual Turnover :

5) Do you have a Quality Control department. If yes, give the

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details of the facilities.

: Yes/No

6) a) Do you have inspection for incoming materials

: Yes/No

b) Do you have in process inspection facilities

: Yes/No

c) Do you have final inspection of the product

: Yes/No

7) Do you have any accreditation

: Yes/No

(a)ISO 9001

(b)Any National/International Laboratory/Authority
Certification

If 'Yes', give details along with a copy of certificate issued
by them.

8) Do you have an environmental policy / ISO 14001 certification?

: Yes / No

If yes, please give the details.

9) Furnish the details of testing equipment's:

10) Have you been assessed previously by HLL

: Yes/No

11) List of customers

a) Government Dept. / PSU's

b) Private Sector

12) Have you furnished the sample to HLL?

: Yes/No

Place:

NAME AND SIGNATURE OF THE VENDOR

(Office Seal)

Date:

This is to be filled up by HLL LIFECARE LIMITED, THIRUVANANTHAPURAM

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Recommendation/Remarks of the committee
Committee Members:

- 1.Head of Quality Control/Head of Technical Services and Material Testing
- 2.Head of User Department
- 3.Head of Purchase Department

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SCHEDULE – H

PAGE 1 OF 1

**ITEM: SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION
OF HIGH PRESSURE HOMOGENIZER SYSTEM FOR HOMOGENIZATION OF
COMPOUNDED LATEX OF CAPACITY 2000 LPH**

DECLARATION

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

We confirm having read and understood all the specifications(Schedule A),Minimum eligibility criteria (Schedule B), instructions, forms, terms and conditions(Schedule C), Specific conditions(Schedule D) and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

I / We, hereby offer to supply 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 HLL. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of supply of item required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

PLACE

SIGNATURE

DATE

NAME AND ADDRESS OF APPLICANT

SEAL OF THE APPLICANT

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SCHEDULE H1

BID SECURITY DECLARATION

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

From

To

VP (Sourcing)

HLL Lifecare Limited

(A Government of India Enterprise),

PEROORKADA FACTORY, Thiruvananthapuram – 695 005,

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents.

Yours faithfully,

PLACE :

DATE :

SIGNATURE OF THE BIDDER

NAME AND ADDRESS OF BIDDER WITH SEAL

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SCHEDULE - I

Page 1 of 1

REQUISITION FORM FOR E-PAYMENT

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

Certified that I am having a Savings / Current Account in <Name of Bank> -----

----- at <Name of Branch>-----

- with

<IFSC Code> _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this Tender / order.

A scanned copy of cancelled cheque is also enclosed as per Schedule I of Part-III

SIGNATURE

Name of Bidder with seal

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

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DATED: 03.12.2021

PRICE BID FORM

To:

HLL Lifecare Limited,

Peroorkada Factory,

Thiruvananthapuram – 695 005

Dear Sir,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, erect, install, commission and validate High pressure Homogenizer System at HLL Lifecare Ltd., Peroorkada, Thiruvananthapuram 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 BOQ with 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 9.2 and Schedule B of the bidding documents.

Dated this day of 20

(signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SEAL OF THE BIDDER

NAME AND ADDRESS OF THE BIDDER

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BILL OF QUANTITY

Annexure- I

Sl. No	Item	Qty	BASIC PRICE (INR)	GST	Total Amount (INR)
A	Supply of Items				
1	HIGH PRESSURE HOMOGENIZER OF CAPACITY 2000 LPH AND PRESSRE OF 150 – 200 bar	1 Set			
2	Installation Charges				
B	Grand Total				

VALIDITY: ONE YEAR FROM THE DATE OF OPENING OF PRICE BID

Conditions:

1) The party has to quote as per schedule.

2) Before quoting, the party has to visit the site and clear all doubts with the officials of Primary Production Department.

3) After work, the party has to clean all the debris and waste materials and transfer the same to scrap yard.

4) Safety work permit has to be taken before starting the work.

Bidders shall have registration under GST and shall produce necessary certificate from IT for deduction at specified rate/non deduction of WCT, if any applicable under GST. Bidder shall provide Excise Invoice (manufacturer invoice / dealer invoice) for excisable goods under supply schedule

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Statutory levies if any :

Any other Remark (s) :

NAME OF TENDERER: _____

Place:

ADDRESS AND SIGNATURE OF THE TENDERER

Date:

(WITH OFFICE SEAL)