

TENDER DOCUMENT

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
CONDOM WASHING MACHINES**

FOR

**NEW CONDOM MANUFACTURING FACILITY
AT RUBBER PARK, IRAPURAM, KOCHI**

**HLL LIFECARE LIMITED,
PEROORKADA FACTORY,
THIRUVANANTHAPURAM – 695 005,
KERALA, INDIA.**

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Project Division, Peroorkada. PO,
Thiruvananthapuram – 695005,
Kerala, India
Phn: 0471 – 2437270, 2437884
Fax: 0471 – 2432898, 2432647

INVITATION FOR BIDS (IFB)

IFB No : **HLL/IP/IFC/BOP/CWM/2013**
Date : **05-10-2013**

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up its new condom manufacturing facility at Rubber Park, Irapuram, Ernakulam. For the said project, Sealed and Super scribed bids are invited from competent and experienced Suppliers/Contractors who are capable to do the following work meeting the requirements as per our tender.

S.No	Brief Description Of Item/Work	Qty	EMD in Rs
1	Supply, Installation, Testing and Commissioning of Condom Washing Machines at our Irapuram Factory, Rubber Park, Irapuram, Ernakulam.	2 Nos.	Rs 10,000/-

2. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 05-10-2013
- b) Last date and time for receipt of bids - 19-10-2013 up to 15.00 Hrs
- c) Date and time of opening of bids - 19-10-2013, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

EXECUTIVE DIRECTOR (INTERNAL PROJECTS),
HLL LIFECARE LIMITED
Projects Division, Peroorkada. PO,
Thiruvananthapuram – 695005,
Kerala, India
Phn: 0471 – 2437270, 2437884
Fax: 0471 – 2432898, 2432647
E-mail: nnavikumar@lifecarehll.com, harikrishnankp@lifecarehll.com

3. The Bid must include the following information;

- a. Enquiry No.
- b. EMD
- c. Promised Delivery Schedule for each item.
- d. Price Schedule in Format For Quoting (Schedule IV)
- e. Acceptance Form (Schedule V)
- f. All other documents/certificate/information as specified in the bid document.

4. The completed and sealed bid documents should be submitted to **Executive Director (Internal Projects)**, in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on ----- (Indicate the Closing Date). EMD shall be submitted in the form of demand draft drawn from a nationalized bank in favour of HLL Lifecare Limited payable at Thiruvananthapuram. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
5. Each bid must be accompanied by E.M.D. The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favour of HLL LIFECARE LTD, Thiruvananthapuram payable at Thiruvananthapuram. E.M.D. of the unsuccessful bidders will be released after evaluating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder. The EMD may be forfeited, if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document.
6. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 2 (d) above.
7. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser'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.
9. 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.
10. In addition to the invitation for bids, the bidding documents include the following schedules.

SCHEDULE - I	:	Conditions of Bid
SCHEDULE - II	:	Detailed specification of item
SCHEDULE - III	:	Conditions of Contract
SCHEDULE - IV	:	Format for Quoting
SCHEDULE - V	:	Acceptance Form
11. HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

EXECUTIVE DIRECTOR (INTERNAL PROJECTS)

SCHEDULE I
CONDITIONS OF BID

1. Definitions

- a. **“Invitation For Bid”** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **“Purchaser/Owner”** shall mean HLL Lifecare Limited, (Thiruvananthapuram) or its units thereof.
- c. **“Bidder”** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- d. **“Supplier/Contractor”** shall mean the bidder whose bid has been accepted and shall also include his successors and assigns, agents and representatives.
- e. **“Contract”** means signed acceptance of the Letter of Intend, if issued, and order by the supplier.
- f. **“Site”** shall mean **HLL Lifecare Limited, Irapuram Factory, Plot No.1, Rubber Park, Kunnathunada, Irapuram, Ernakulam- Kerala**

2. Bid Information and Period of Validity

2.1 The Bid must include the following information,

- a. Enquiry / IFB No.
- b. Promised Delivery Schedule for each item/work.
- c. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- d. All information requested in the specifications, dimensional drawings, technical literature describing the make offered, material etc., as specified in the bid document.
- e. EMD
- f. The Price should be quoted as per the following:
 - a. The Bidder shall indicate all prices including basic price, the relevant duties and taxes, other levies, packing & forwarding charges, charges for inland transportation and other local costs incidental to delivery of the goods to supplier’s site, etc. on the appropriate price schedule (FORMAT FOR QUOTING – SCHEDULE IV) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents. Civil work is excluded from the scope of the supplier.
 - b. Bidder must quote for unit price and total price based on the requirement shown in the bid document.
 - c. Price should be firm without any escalation on any account until the order is completely fulfilled.
 - d. All other documents/certificate/information as specified in the bid document.

2.2 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Purchaser.

3. Format and Signing of Bid

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

4. Submission of Bids

Sealing and Marking of Bids

- 4.1 The bids should be submitted in duplicate. The Bidder shall seal the original and each copy of the bid in an inner and then in an outer envelope, duly marked the envelopes as “original” and “copy”.
- 4.2 The inner and outer envelopes shall be:
- (a) Addressed to the Purchaser in the following address,
- Executive Director (Internal Projects),**
Project Division, HLL Lifecare Limited, Peroorkada Factory,
Thiruvananthapuram – 695 005,
Kerala, India.
Phn: 0471 – 2437270, 2437884
Fax: 0471 – 2432898, 2432647
- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on ----- (Indicate the Closing Date).
- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier to ensure timely arrival. Telex, cable, e-mail or facsimile bids will be rejected.
- Deadline for submission of Bids**
- 4.5 The bids will be received by the Purchaser in the above given address (4.2.a) not later than the date and time specified in the Invitation for Bids.
- In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 4.7 It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of Executive Director (Internal Projects), in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. Clarification of Bidding Documents

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

6. Amendment of Bidding Documents

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

7. Bid Opening by Purchaser

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

8. Clarification of bids

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

9. Preliminary examination

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

10. Evaluation and comparison of bids.

- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

11. Post – qualification

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

11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

11.5 Conditional Bids shall not be entertained.

12. Award Criteria

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

13. Notification of Award

13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by post or by cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intend / Work order.

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

14. Earnest Money

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

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

a. The EMD shall be denominated in Indian Rupees and shall be in the form of cash deposit or demand draft from a nationalized bank drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram.

b. E.M.D of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders.

c. E.M.D of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.

d. In the case of successful bidder, the Earnest Money will be returned after the satisfactory completion of the work and acceptance of item/work by HLL.

14.3 The EMD may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or

(b) If the Bidder fails to sign the Contract / Work order, in the case of successful Bidder.

SCHEDULE II

DETAILED SPECIFICATION OF ITEM

Requirement:

We are in the process of setting up a new condom manufacturing facility at Rubber Park, Irapuram, Kochi. For the proposed production plant, we require CONDOM WASHING MACHINES as per the specifications given below:

I. Item : Condom Washing Machines

II. Quantity : 2 Sets

III. Technical Data and Specification

Technical Data

Capacity	:	35 KG
Type	:	VERTICAL, FRONT LOADING
Heating	:	Electrical Heated
Perforation Size	:	4 mm in SS316 Sheet (AISI 316)
Electric Motor	:	3 Phase, 50 Hz, 440 V
Outlet Drain Pipe Size	:	1 inch
Inner Basket and Outer Drum	:	SS 316
Barrel rpm	:	45 ± 5 rpm (barrel is to be provided with 3 or 4 Baffles)

Specifications

- 1) Non reversible rotation (Unidirectional rotation)
- 2) The door should be user friendly latch type, tightly fitting on the opening of the drum to provide complete sealing and avoid the product from falling out of the drum during operations.
- 3) Additional Inner door with glass to be provided.
- 4) Inner Ring Support with studs to avoid Bolts on front Plate.
- 5) Galvanized Base Channel.
- 6) Without Chemical holding Reservoir.
- 7) Chemical Dispenser / Hopper to be provided within Machine.
- 8) Control Panel shall be provided with over load relay, fuses, preventer, Sleet Indicators and PIDS System on fiber glass, Panel Plate.
- 9) Electrical - as per Electrical Inspectorate regulations.

- 10) Safety system should be provided
- 11) Heat resistance paint (2 coats), wherever applicable
- 12) Retentive Timer and Temperature controller of PID type
- 13) Motor of suitable capacity (Make: Kirloskar/ Crompton Greaves)
- 14) All the contact parts shall be AISI 316 and shall be smooth with out any burrs, sharp ends etc.

GENERAL CONDITIONS

1. Given specification are indicative only. The supplier should visit the HLL Site at Peroorkada Factory, Thiruvananthapuram, and see the machines and also take their own assessments before quoting of bids. Prior permission from HLL shall be taken for visiting the plant. No photographs will be allowed inside the plant. The purchaser will not be responsible for any wrong quotes due to inadequate information.
2. The supplier should submit 3 copies of the following documents relevant to his scope of work, two weeks prior to the commissioning of the unit, free of cost.
 - a. Instruction/Testing/Operation manual (3 copies)
 - b. Maintenance manual/Lubrication Chart (3 copies)
 - c. All final drawings - Electrical, mechanical and civil (3 copies)
 - d. Relevant Test Certificates, Guarantee Certificate for each item of equipment.
 - e. Catalogue and literature on bought outs (3 copies)
 - f. Any other related documents
3. The equipment should be complete with all accessories and interconnections.
4. Guarantee/ validation run of the machine shall be certified after 7 days of successful production from the machine, meeting the required capacity and product quality standards.
5. All the piping within the equipment is to be provided by the supplier. Purchaser will provide utilities, such as steam/air etc. to the battery limit of all equipment.
6. The equipment should be complete with Panel board consisting of suitable starters, On Off Push button, relays, indicating lamps (LED type, 230 V) etc. Incoming supply to the panel board will be provided by HLL.
7. All wiring requirements with in the equipment are to be provided by the supplier as per standard.
8. The equipment should be complete with Starters and other controls, retentive timers, indicating lamps etc.
9. All electrical parts and control panel shall be conforming to and shall be done as per relevant BIS and any other standard stipulated by Electrical Inspectorate.
10. All parts, which will affect the product quality, should be made of SS 304. The equipment and its accessories other than SS parts shall be painted with epoxy paint after proper surface treatment.

11. The bidder should attach to their bid detailed specifications, catalogues and other details of all the equipments quoted by them.
12. The equipment offered should be suitable for Indian electrical ratings as follows.
Power supply: 200-230V, 50 Hz (Single Phase) or 400-440 V, 50 Hz (3 Phase)
13. Calibration certificates with traceability to National Standards shall be supplied for all the instruments coming under the scope of supply of supplier.
14. The supplier should submit necessary test certificates as per relevant standards of material used, free of cost.
15. The suppliers should submit the following documents, relevant to their scope of work, two weeks prior to the commissioning of the Unit :
 - a) All final drawings
 - b) Relevant Test Certificates, Guarantee Certificate for each material which are using for fabrication.
 - c) Any other related documents
16. Any deviations from the bid documents shall be clearly indicated.
17. The bid should be complete with all the relevant details.

SCHEDULE III

CONDITIONS OF CONTRACT

1) Price

The price quoted should be inclusive of Basic Price, all applicable taxes and duties including VAT, Entry tax, Octroi & other levies, P&F charges, loading charges, insurance, erection and commissioning charges etc. The Supplier should pay entry taxes, as applicable and should be included in the offer. The offer should, inter-alia, include the breakups: (in the prescribed Performa) as per the Format for quoting (**Schedule IV**)

Price quoted should be firm without any escalation till the order is completely executed.

2) Taxes/Duties/Levies

The supplier/contractor shall be entirely responsible for all taxes including entry tax, duties, license fees, etc. incurred until successful completion of contract. All central, state, municipal taxes, duties and levies payable shall be shown by the bidder separately in the Bid. The Purchaser will issue necessary 'C' Form, if required.

Note:

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

3) Insurance

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

4) Completion Time

The item/s should be delivered & installed within **8 WEEKS** from the date of issuing the Letter Of Intent or Work Order.

5) Terms of Payment

The payment terms are as follows: -

- a) 90% of the total supply value of equipment/s and 90% of the erection & commissioning charges will be paid after successful supply, installation & commissioning of the equipments at site.
- b) 10% of the total value of the equipment/s and 10% of the erection & commissioning charges will be paid against a Performance Bank Guarantee (from a nationalized bank) equal to 10% of the total contract value valid for the guarantee period of one year.

Tax Deduction: All statutory deductions like Income Tax or any other government-imposed liabilities shall be borne by the Supplier/Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Supplier/Contractor.

6) Guarantee Period

The Guarantee against any possible manufacturing defects shall be given for a period of 18 months from the date of supply and inspection of the item at HLL site or 12 months from the date of installation, whichever is earlier.

7) Scope of Services, Supplies and Materials:

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

8) Special Instructions

- a. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.
- b. The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- c. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- d. The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- e. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- f. The Contractor shall have to co-operate with the agencies executing other works in the same area.
- g. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

9) Inspection And Testing

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

10) Indemnification Clause

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

11) Liquidated Damages for Delay

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

12) Force Majeure

- a. Neither the Supplier nor the Purchaser shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Supplier shall advise Purchaser initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

13) Assignment And Subletting

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

14) Correspondence

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

EXECUTIVE DIRECTOR (INTERNAL PROJECTS),
HLL LIFECARE LIMITED
Projects Division, Peroorkada. PO,
Thiruvananthapuram – 695005,
Kerala, India
Phn: 0471 – 2437270, 2437884
Fax: 0471 – 2432898, 2432647
E-mail: nnavikumar@lifecarehll.com, harikrishnankp@lifecarehll.com

15) Entirety of the Agreement

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

16) Settlement Of Disputes

Any disputes or differences or questions or claims arising under or relating to or touching this agreement shall be referred for arbitration to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The award passed by the arbitrator shall be final and binding on the parties hereto.

The contract shall be deemed to have been concluded at Thiruvananthapuram, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Thiruvananthapuram. The venue of arbitration shall be the place from where the contract is issued.

SCHEDULE IV

FORMAT FOR QUOTING

Sl. No	Short Description	a	b	c	d	e	f	g = a+b+c+d+e+f	h	(g+h)
		Prices each Ex-works	Excise & other duties	Packing & Forwarding charges	Sales Tax & other taxes if any	Entry Tax, Octroi and other levies, if any	Freight by rail/road including transit insurance	Supply Price each F.O.R HLL site, Irapuram	Erection & Commissioning charges for each	TOTAL PRICE (IN RS)
1	Supply, Installation, Testing and Commissioning of Condom Washing Machines with all accessories as per the tender specifications (Schedule II)									
TOTAL (For 2 Nos)										
TOTAL AMOUNT (RUPEES IN WORDS)										

Signature of the Bidder

NB: - The bidder may refer the Specifications, Terms & conditions before filling this format. The bidder should indicate the calculations/assumptions/split ups to arrive at the final price. All the above columns should be filled as applicable and if any column is left out, then the charges, if any on that account have to be borne by the supplier.

SCHEDULE V

ACCEPTANCE FORM

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

From

To

EXECUTIVE DIRECTOR (INTERNAL PROJECTS),
HLL LIFECARE LIMITED
Projects Division, Peroorkada. PO,
Thiruvananthapuram – 695005,
Kerala, India
Phn: 0471 – 2437270, 2437884
Fax: 0471 – 2432898, 2432647
E-mail: nnavikumar@lifecarehll.com, harikrishnankp@lifecarehll.com

Dear Sir,

I / We, hereby offer to supply, install, test and commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price schedule and agree to hold this offer open till 90 days after the date of bid opening prescribed by the purchaser. 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 in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER