

**HLL LIFECARE LIMITED
PLOT NO.16-A/1 CSEZ, KAKKANAD P O
ERNAKULAM -682037,
KERALA, INDIA**

PH: +91 484 2413999

**INVITATION FOR BIDS
(PRICE BID)**

**DESIGN AND SUPPLY OF
EVA RING**

AT

HLL LIFECARE LIMITED,

Kakkanad

Cochin

HLL LIFECARE LIMITED
KAKKANAD FACTORY, PLOT NO.16-A/1, COCHIN
SPECIAL ECONOMIC ZONE, KAKKANAD PO,
COCHIN, -682037,
KERALA, INDIA.

PH: +91 484 2413999

FAX: +91 484 2413293

Website: www.lifecarehll.com

Invitation for Bids – Section I

Date: 15th February 2017

IFB NO: HLL/KFC/EVA RING/2017-2018

SL No	Name of the Item	Qty	Tender No:	Last Date & Time of Submission of	Date & Time of Opening of Technical bids
1.	EVA RING <u>Specification:</u> O.D: 56.5 mm,,+ 1.5 mm - 0.5mm, I.D : 50 mm, + or - 1 mm, Height: 4.9 mm, + or – 0.2 mm, Thickness: 3.8 mm, + or –0.2mm, Note: Surface of the Component shall be smooth and Must Be Free Of Sharp Edge	1.5MPcs (As per schedule)	HLL/KFC/ EVA RING/2017- 2018	20-03-2017 at 15.00 Hrs	23-03-2017 at 15.00 Hrs

1. HLL Lifecare Limited now invites sealed bids from eligible bidder for supply of the above mentioned items.
2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Unit Chief, at the address given above.
3. A complete set of bidding documents may be downloaded from our website at www.lifecarehll.com by any interested eligible bidder.
4. The schedule of the bid is given below.
 - a) Last date and time for receipt of bids: 15:00 Hrs on 20-March - 2017
 - b) Time and date of opening of bids: 15.00 Hrs on 23 - March – 2017
5. All bids must be accompanied by a bid security as specified in the bid document.
6. A complete set of bid documents can be had from the office of the
Unit Chief (KFC) ,
HLL LIFECARE LIMITED
Plot No. 16-A/1, CSEZ, Kakkanad P O,
ERNAKULAM-37,
KERALA, INDIA during office hours on any working day

The Tender Documents can also be downloaded from our Website www.lifecarehll.com as mentioned above should be furnished along with Technical Bid.

Re-word-processed formats or tenderer's own formats for the technical bid/ price bid will disqualify the tender. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

7. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids.
8. Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time at the address given above.
9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the date for submission of bids and opening of bids will be the following working day at the appointed times.
10. The price bid should be valid for one year from the date of opening.

PREQUALIFICATION REQUIREMENTS

- a) The vendor should be the original manufacturer or supplier of EVA RING.
- b) They should have manufactured and supplied minimum 3 (Three) similar projects to reputed firms in the last 5 years.
- c) Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Indian Rupees (INR) 25 Lakhs.
- d) Power of Attorney in case an authorized representative has signed the tender.
- e) The duly signed acceptance form conforming that all terms & conditions, technical specifications, drawings & volume of job are understood by the bidder. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed)
- f) Deviation if any, giving reasons for the deviation.
- g) Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have:

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

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

SCHEDULE I	CONDITIONS OF BID
SCHEDULE II	DETAILED SPECIFICATION
SCHEDULE III	CONDITIONS OF CONTRACT
SCHEDULE IV	FORMAT FOR QUOTING

SCHEDULE I

CONDITIONS OF BID

1. DEFINITIONS

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

- a. "INVITATION FOR BID" shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. "BIDDER" shall mean the person, firm or Company submitting a bid against this invitation for bid and shall also include his authorized agents and representatives.
- c. "OWNER" or "PURCHASER" shall mean HLL LIFECARE LIMITED (HLL), Thiruvananthapuram or its units thereof.
- d. 'TENDERER', shall mean the company/agency who quotes against the tender enquiry for undertaking the work.
- e. 'CONTRACTOR' or 'SUPPLIER', shall mean the successful bidder whose tender has been accepted by the Owner and to whom the order is placed by the Owner and shall include his heirs, legal representatives, successors etc.
- f. 'SITE', shall mean the actual place i.e. HLL Lifecare Limited, Cochin where the project is to be executed.
- g. 'CONTRACT', shall mean the articles of Contract Agreement, the Conditions of Contract, Technical Specifications, Drawings attached and duly signed by the Owner and the Supplier.
- h. "THE CONTRACT PRICE" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- i. 'DATE OF CONTRACT', shall mean the date on which the successful bidder has accepted the notification of award.
- j. "THE GOODS/EQUIPMENTS" means all of the equipments, machinery and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.

- k. 'CONTRACT PERIOD', shall mean the period specified in the tender documents during which the contract shall be executed.
- l. 'COMPLETION CERTIFICATE', shall mean the certificate issued by the Owner to the Contractor after successful completion of the project for making final payment.
- m. Amount (Currency) indicated in INR shall mean Indian Rupees

2. BID INFORMATION AND PERIOD OF VALIDITY

2.1 The Technical Bid must include the following: -

- a. Enquiry No,
- b. Earnest Money Deposit
- c. All the details and documents mentioned in the Technical Bid.
- d. Promised Delivery and Completion Time (whichever is applicable) for each item and/or work
- e. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- f. All information requested in the specifications, dimensional drawings, technical literature describing the makes of the item offered, material etc., as specified in the bid document.
- g. Warranty Period for the equipment
- h. All other documents/certificate/information as specified in the bid document.

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

- i. The products delivered shall be at our Factory at CSEZ, Kakkanad, Cochin
The rate shall include suitable packaging to retain the shape of the product and prevent any damage
- ii. **Kakkanad Factory Cochin is located in special economic zone, benefits of special economic zone can be considered while quoting to this location.**

Bid currencies

2.3 The prices shall be quoted in Indian rupees

Bid Validity

2.4 Bids shall remain valid for one year after the date of bid opening prescribed by the Purchaser.

3. FORMAT AND SIGNING OF BID

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

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

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

Both the bids shall be submitted in sealed covers separately. Tender Nos. of the Technical and Price Bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the respective tender mentioned thereon complete in all respect, addressed to the:

Unit Chief (KFC) ,
HLL LIFECARE LIMITED
Plot No. 16-A/1, CSEZ, Kakkanad P O,
ERNAKULAM-37,
KERALA, INDIA
Phone +91 484 2413999

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

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

3.5 Bidders whose technical bids are found substantially responsive will be

- informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
- 3.6 The person or persons signing the bid shall sign and seal on all pages of the bid, except for un-amended printed literature.
- 3.7 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the bid, the English translation shall govern.
- 3.8 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

4. SUBMISSION OF BIDS

Sealing and Marking of Bids

- 4.1 The Bidder shall seal the original and each copy of the bid in an inner and then in an outer envelope, duly marked the envelopes as “original” and “copy”.
- 4.2 The inner and outer envelopes shall be: -
- (a) Addressed to the Purchaser in the following address and
- Unit Chief (KFC),
HLL LIFECARE LIMITED
Plot No. 16-A/1, CSEZ, Kakkanad P O
ERNAKULAM-37,
KERALA, INDIA
Phone +91 484 2413999**
- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words “DO NOT OPEN BEFORE” 15.30 Hrs (IST) on _____(Indicate the Closing Date).
- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

- 4.4 Bids should be hand delivered or sent by courier/mail to ensure timely arrival. Bids sent by any of the electronic media such as Telex /Fax/Telegraph /e-mail shall not be entertained & will be rejected.

Deadline for submission of Bids

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

**Unit Chief (KFC),
HLL LIFECARE LIMITED
Plot No. 16-A/1, CSEZ, Kakkanad P O
ERNAKULAM-37,
KERALA, INDIA
Phone +91 484 2413999**

In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bid documents whether sent by post or by courier or by person are received in the office of Unit Chief, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bid document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. CLARIFICATION OF BID DOCUMENTS

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

6. AMENDMENT OF BID DOCUMENTS

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

7. BID OPENING BY PURCHASER

- 7.1 The Purchaser will open the bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Bidders' names and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 7.3 The Purchaser will prepare appropriate bid opening register and the same shall be signed by each of the bidders present during the opening of the bids and the Purchaser.
- 7.4 SSI exceptions will be considered subject to submission of copies of **valid** SSI Registration Certificate, which **specifies** exception of Tender Fee and EMD for the **specified item as well as specific capacity/model of the item** in the tender.

8. CLARIFICATION OF BIDS

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

9. PRELIMINARY EXAMINATION

- 9.1 The purchaser will examine the bids to determine whether they are

complete, whether any computational errors have been made, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

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

10. EVALUATION AND COMPARISON OF BIDS.

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

11. POST – QUALIFICATION

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

12. AWARD CRITERIA

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

13. NOTIFICATION OF AWARD

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by e-mail, or cable or telex or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Supply order.
- 13.2 The signed acceptance of the notification of award by the Supplier will constitute a concluded contract.
- 13.3 HLL reserves the right to increase or decrease the quantity mentioned in the Tender and the bidder has to supply the quantity mentioned in the Purchase order which will be released from time to time according to the receipt of Firm Order from our customer.

14. EARNEST MONEY DEPOSIT

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

14.2 The EMD is required to protect the Owner against risk of Bidder's conduct, which would warrant the security's forfeiture an amount of **Rs 25,000** for Indian Bidders.

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

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) In case of the successful Bidder, if the Bidder fails:
 - (i) to sign the agreement.
 - (ii) to furnish security deposit.
 - (iii) does not accept the correction of his bid price pointed out by the HLL

SCHEDULE II

Sub: DESIGN AND SUPPLY OF EVA Ring

SPECIFICATIONS

O.D: 56.5 mm,,+ 1.5 mm - 0.5mm,
I.D : 50 mm, + or - 1 mm, Height: 4.9 mm, + or – 0.2 mm, Thickness: 3.8 mm, + or – 0.2 mm, Note: Surface of the Component shall be smooth and Must Be Free Of Sharp Edge

Note:

- EVA Material Grade : EVATANE 28-03
- Supply will be at HLL Facility at CSEZ,Kakkanad , Cochin
- Suitable Die may be developed by the Vendor and raw material as per the spec attached shall be used for the production of EVA Rings
- Suitable packaging shall be ensured to retain the shape of the product and to prevent any damages during the transit .

1. SCHEDULE OF REQUIREMENTS

SL.NO.	GOODS	QTY (Pcs)	DELIVERY REQUIREMENT
1.	EVA Ring	800000	Delivery of the requirement at Kakkanad Factory for trial production(Design and supply of EVA Ring) within 30 days from the date of confirmed Purchase order:

SCHEDULE III

CONDITIONS OF CONTRACT

1. PRICE

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

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

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

Die development cost shall be borne by the supplier and the price quoted for the rings will be inclusive of the cost elements such as die material cost, EVA material cost, labour, freight, other over heads etc.

The tentative quantity of the procurement by HLL is 15 Mpcs of rings for the FY 2017-18

The supplier may develop suitable Die at own cost and the raw material as per the specification attached shall be used for the molding of EVA Rings.

2. TAXES/DUTIES/LEVIES

A) For imported goods

- 2.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.
- 2.2 In case for opening L/C, all bank charges for opening the L/C are on the account of Opener and all Bank charges of the beneficiary are on the account of the beneficiary.

B) For Indian goods

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

Note:

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

3. INSURANCE

- 3.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 3.2 Where delivery of the goods is required by the purchaser on a C.I.F. basis, the supplier shall arrange and pay for the necessary insurance, making the purchaser as the beneficiary.
- 3.3 In the case of domestic contracts, the insurance shall be obtained by the supplier. Insurance coverage for transit, storage and erection and third party Insurance to cover the risk of the supplier's employees at site during erection etc. should be arranged by the Supplier.
- 3.4 The Supplier shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Purchaser as under:

i) Insurance of works:

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

ii) Insurance of employees:

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

iii) Workmen's Compensation:

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

iv) Transit Insurance:

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

v) Loss or damage and Indemnity Agreement:

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

vi) Third party insurance:

Before commencing the execution of the works the Supplier, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Purchaser, or to any person, including any representative of the Purchaser, by or arising out of the execution of works or in the work being

carried out by the Purchaser, by or arising out of the provision of clause 5 (v) here of. Such insurance shall be affected with an insurer and in terms approved by the Purchaser.

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

4. DELIVERY/COMPLETION PERIOD

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to .schedule of requirement.

4.2 Delay in delivery/non delivery and completion of the contract will cause loss and/or damage to Purchaser. The completion period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or Work order).

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

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

4.5 a) For imported goods:

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

Document	Purchaser	Bank	Insurance company
Bill of lading/Air way bill			
(Original)		1	
(Copy)	1	1	1
Freight memo	1	1	
Signed copies of invoice	1	1	1
Packing list	1	1	1
Country of Origin certificates	1	1	
Drawings/sketches showing dimensions	1		

Literature/catalogue	1	1	
Manufacturer's/supplier's Guarantee certificate	1	1	
Insurance certificate	1	1	1
Inspection certificate	1	1	

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

b) For domestic goods:

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

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

5. FABRICATION SCHEDULE

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

6. POWER TO MAKE ALTERATIONS

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

7. LIQUIDATED DAMAGES FOR DELAYS

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, either (1) deduct from the contract price,

as liquidated damages, a sum equivalent to 0.5 percent of the total contract value for each week of delay or part thereof until actual delivery or performance, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Supplier and without prejudice to the other remedies/rights as per the Contract, terminate the Contract wholly or partially and complete it themselves or reassign it to other Suppliers.

8. INSPECTION AND TESTS

- a) The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for these purposes.
- b) The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at site. Where conducted on the premises of the supplier, the Supplier should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable the Purchaser's nominee to carry out such inspection/tests without obligations to the purchaser.
- c) Goods under the Contract shall not be despatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing, wherever inspection during various stages of execution of the Contract and prior to despatch are specifically provided for in the Contract, sufficient advance notice shall be given to the purchaser for the purpose
- d) For imported goods, Purchaser reserves the right for pre-shipment inspection of the equipment by the Purchaser and/or by a third party.
- e) Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the purchaser, within a period of 15 (fifteen) days of intimating such rejection.
- f) The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the good's dispatch from the place of manufacture.

- g) Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the contract.

9. PACKING

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

10. TRANSPORTATION

- a) Where the supplier is required under the contract to deliver the goods C.I.F. or to a specified destination within India, transport of the goods including insurance to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- b) Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charge incurred by the purchaser whatsoever.

11. INCIDENTAL SERVICES.

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

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

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

12. PAYMENT TERMS

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

Within 30 Days On receipt and acceptance of QA Dept of HLL - KFC

13. PERFORMANCE GUARANTEE

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

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

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

14. FORCE MAJEURE

- a. Neither the Supplier nor the Purchaser shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof

of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

- b. The Supplier shall advise Purchaser initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser and no acceptance of the same has been given and Contract issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Contract or part of the Contract without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

15. ASSIGNMENTS AND SUBLETTING

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

16. CORRESPONDENCE

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

Unit Chief (KFC) ,
HLL LIFECARE LIMITED
Plot No. 16 -A/1, CSEZ, Kakkanad P O
ERNAKULAM-682037
KERALA, INDIA
Phone +91 484 2413999

17. 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.

18. STANDARDS

The goods supplied under this contract shall conform to the standards mentioned

in **SCHEDULE II** 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.

19. TECHNICAL DOCUMENTS

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

- a. Instruction/Testing/Operation/Servicing manual, lubrication charts, load-bearing details etc.
- b. Reproducible of all final drawings
- c. Relevant Test Certificates, for the product.
- e. Any other related documents

20. ENTIRETY OF THE AGREEMENT

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

21. APPLICABLE LAW

The Contract shall be interpreted in accordance with Indian laws.

22. SETTLEMENT OF DISPUTES

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.

In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the disputes shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

The venue of arbitration shall be the place from where the contract is issued.

SIGNATURE OF BIDDER WITH SEAL

**SCHEDULE IV
PART-II**

FORMAT FOR QUOTING

B) KAKKANAD FACTORY, COCHIN

Sl. No.	Item description	Prices each Ex-works	Quantity	Packing and Forwarding	Other charges, if any	any other Levies	Freight by rail/road/insurance/unloading & loading charges etc.	Unit price F.O. R HLL Site	Unit price Inclusive of all	Erection, & commissioning Charges	Total	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13
Grand Total												

NOTE: Kakkanad Factory is located in Special Economic Zone, Cochin

Signature of the bidder

NB : The bidder may refer the Specifications, Terms & conditions before filling this format. The bidder should indicate the calculations/assumptions/split ups to arrive at the final price in a separate sheet and attach the same to this Schedule.