## TENDER FOR RATE CONTRACT FOR THE SUPPLY OF EQUIPMENTS-SPOT LAMPFOR SKILL LAB ON TURNKEY BASIS

## FOR ANM TRAINING CENTRE, GNM TRAINING CENTRE & STATE NODAL CENTRE



###### **ITEM: EQUIPMENTS-Spot Lamp**

**TENDER NO. HLL/AFT/CMO-HCD/RJ-SL/EQP/2016-17/8**

##### **TECHNO-COMMERCIAL BID**

**SECTION I**

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**TENDER NOTICE**

## Sealed and superscribed tenders under Two Bid System (Techno-Commercial) in the prescribed form are invited for RATE CONTRACT FOR THE SUPPLY OF *EQUIPMENTS-SPOT LAMPS*from the eligible bidders for SKILL LAB ON TURNKEY BASIS FOR ANM TRAINING CENTRE, GNM TRAINING CENTRE & STATE NODAL CENTRE – HLL’S VARIOUS PROJECTS.

*The technical specification, approximate quantities and other terms and conditions are given in the Tender documents, which can be had from our office on any working day from 21/10/2016 between 10.30 A.M to 3.30 P.M by paying INR.1040.00 DD (inclusive of KVAT) for each tender in favour of HLL Lifecare Limited, Akkulam payable at Trivandrum. The DD should be drawn on a Schedule Bank favoring HLL Lifecare Limited, payable at Thiruvananthapuram.*

*The details can also be had from our Website at* [*www.lifecarehll.com*](http://www.lifecarehll.com)*. The tenderers can download the documents from our website and in such case the tender fee should be paid by way of DD along with technical bid***.**

The last date & time of issue of Techno-commercial Bid documents will be upto 31/10/2016; 1.00 P.M. Completed tenders in sealed cover superscribed with Tender Nos. should reach HLL latest by 31/10/2016; 2.30 PM.

HLL will not be responsible for any delay in transit.

The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened.

The date and time of opening of Price bid will be intimated separately. The Price Bids of Tenderers who do not qualify in the Technical bid evaluation will be returned unopened.

***संयुक्तमहाप्रबंधक(*सामग्री*) / JT. GENERAL MANAGER (MATERIALS)***

**SECTION II**

**INSTRUCTION TO BIDDERS**

A.INTRODUCTION

1. Bidder should be a Manufacturer/Authorised dealer. Manufacturer shall sign consortium with HLL for various Skill Lab Projects within the validity period of the contract. Authrorised dealer shall arrange consortium from manfacturer with HLL for various Skill Lab Projects within the validity period of the contract.
2. Bidder should submit the Annual turnover statement with minimum turnover of 25 lakhs in any one of the llast3 financial years.
3. Bidder should have experience in supplying of smiliar kind of equipments for atleast last 3 years (proof of supply shall be attached)
4. Rate validity for 2 years from the date of our order.
5. Quality certifications – The items should possess the quality certiticates as per the tender conditions. The copy of the certificates shall be enclosed as a part of technical bid.

2**. (a) LAST DATE AND TIME FOR RECEIPT OF BIDS IS** 31/10/2016; 2.30 PM

**(b) TIME AND DATE OF OPENING OF BIDS IS** 31/10/2016; 3.30 PM**HRS**

**B. THE BIDDING DOCUMENTS**

**3. Contents of Bidding Documents**

1. ***The Tender should be completed in all respects and submit along with Tender Fees*** *Rs.1040.00* ***(non-refundable) and EMD Rs.30,000.00.*** SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / **UdyogAadhaar.**But the Party has to provide Security deposit if Tender is awarded to them.
2. ***Incomplete tenders are liable to be rejected.***
3. ***Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.***
4. ***The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period.***
5. ***The quoted rate shall be valid for a period of 24 months, during which period no price escalation and no change in terms and conditions will be allowed on any ground.***
6. ***In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period, HLL would procure the material from alternate source at the risk and cost of the supplier.*** *In such cases, the additional cost incurred will be recovered from the supplier.*

**4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser’s mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 3 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders who have received the bidding documents.

**5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

**C. PREPARATION OF BIDS**

**6. Language of Bid**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

**7. Documents Comprising the Bid**

Following documents and forms are to be comprised

1. Duly attested copies of quality certificates for the products, quality system certifications as specified in technical specification. Item wise **Product catalogue/Detailed printed literature to prove the technical specification along with COMPLIANCE SHEET confirming to technical specification should be attached with offer.**

b) Duly filled Bid Form and price schedule

**8. Bid Prices**

8.1 The Bidder shall indicate in the Price Schedule, the Unit Prices and Total Prices of the equipment, it proposes to supply under the Contract.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

1. The price of the goods, including all kinds of cost like duties and sales tax and other taxes already paid or payable, transportation up to consignee site, insurance and other local costs incidental to delivery of the goods to the final destination, installation and commissioning charges, training, complete in all respect including consumable kit for demonstration, if any.
2. If an item quoted does not attract ED at the time of bidding and ED is levied by the Union Government subsequently, the bidder shall be entitled to such ED paid on production of Invoice drawn as Central Excise Rule. However, a small or medium manufacturer enjoying exemption from levy of excise duty upto the certain turnover limit, no additional payment on account of levy of excise duty shall be admissible subsequently on exceeding the turn over limit

8.3 The Bidders separation of the price components in accordance with ITB Clause 8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser’s right to contract on any of the terms offered.

8.4 **Fixed price**: Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract for a Rate contract period of 24 months of goods and related services and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**9. Bid Currencies**

9.1 Prices shall be quoted in Indian Rupees.

**10. Documents establishing bidder’s eligibility and qualifications**

10.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**11. Period of Validity of Bids**

11.1 Price Bid shall be valid **for 120 days from the date of opening of Price Bid**

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

**12. Format and Signing of Bid**

12.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) 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(s) signing the bid.

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

**D. SUBMISSION OF BIDS**

**13. Sealing and Marking of bids**

**Bids shall be submitted for price and technical bids in a single outer** envelope.

13.1 The bidders shall seal **Technical bid** and **Price bid in** the separate inner envelope.

13.2 The envelope shall be addressed to the Purchaser at the following address:

Joint General Manager (Materials)

एचएलएललाइफ़केयरलिमिटेड /HLL LIFECARE LIMITED

(भारत सरकार का उघम) / (A GOVT.OF INDIA ENTERPRISE)

आक्कुलमफैक्टरी , श्रीकार्यमपी .ओ / AKKULAM FACTORY,SREEKARIYAM P.O.

तिरुवन्नतपुरम-695 017 / THIRUVANANTHAPURAM-695 017

1. The envelope shall bear the Invitation for bids (IFB) number, and a statement: RATE CONTRACT FOR THE SUPPLY OF EQUIPMENTS (SPOT LAMP) TO SKILL LAB AT HLL’S VARIOUS PROJECTS” and also “DO NOT OPEN BEFORE 15.30 Hrs. ON 31.10.2016
2. The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late/disqualified”.
3. If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
4. Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
5. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**14. LATE BIDS**

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

**15. MODIFICATION AND WITHDRAWAL OF BIDS**

15.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

15.2 No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

**E. BID OPENING AND EVALUATION**

**16. Opening of Bids by Purchaser**

16.1 The Purchaser will open Technical Bids, in the presence of bidder's representatives who choose to attend, at 15.30Hrs on 31.10.2016 at the following location:

एचएलएललाइफ़केयरलिमिटेड /HLL LIFECARE LIMITED

(भारत सरकार का उघम) / (A GOVT.OF INDIA ENTERPRISE)

आक्कुलमफैक्टरी , श्रीकार्यमपी .ओ / AKKULAM FACTORY,SREEKARIYAM P.O.

तिरुवन्नतपुरम-695 017 / THIRUVANANTHAPURAM-695 017

16.2 The bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

16.3 The bidder’s names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 14.

16.4 The purchaser will scrutinize the bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid as well as on the basis of lowest evaluated substantially responsive bid.

**17. CLARIFICATION OF BIDS**

17.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**18. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

1. **PRELIMINARY EXAMINATION**

19.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

19.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

19.4 Prior to the detailed evaluation, pursuant to Clause ITB 16, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

**20. EVALUATION AND COMPARISON OF BIDS**

20.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.

20.2 The purchaser’s evaluation of a bid will take into account the bid price including all costs as well as duties and taxes paid or payable and price of incidental services, if any, in the manner and to the extent and in the technical specifications:

1. cost of transportation, insurance and other costs incidental to the delivery of goods; toSkill Lab, HLL’s various projects and installation and handing over the same to the Consignee
2. Deleted

20.3 The following evaluation methods will be applied:

1. Basic rate, Excise duty, CST/VAT, transportation, insurance and incidentals.

(i) transportation, insurance and other incidentals, for delivery of goods to consignee. The above costs will also be considered in the bid price.

(b) Spare parts and after sales service facilities:

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

**21. CONTACTING THE PURCHASER**

21.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

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

**22. INSPECTION AND TESTS**

22.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Technical Specifications shall specify what inspections and tests, demo if any, the Purchaser as requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

22.2 The inspections and test demo may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, or at consignee site at HLL’s various projects and/or at the Goods at final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

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

22.4 The Purchasers right to inspect, test and, where necessary, reject the Goods’ arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

**F. AWARD OF CONTRACT**

**23. AWARD CRITERIA**

23.1 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.

**24. PERFORMANCE SECURITY**

24. 1. Agreement: The successful tenderer will have to execute an agreement after remitting the Security Deposit in Stamp Paper for Rs.100/. at his expenses within 3 days of issue of the letter.

24.2 The successful should submit the Manufacturer’s/Authorised Distributor’s/Authorised dealer’s authorization letter/ consortium with HLL, as part of HLL’s project with rate validity of 24 months from the date of Purchase order.

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

* 1. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions within the bid validity period.
  2. The **quantity mentioned herein are present requirement** and in case more or less quantity is required, the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

1. **PACKING**
   1. The packing, marking and documentation within and outside the packages shall be done at responsibility and cost of tenderer.

The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.

The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Procurement Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.

Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

**Packing specifications:**

1. Schedule For Packaging-General Specifications:
   * 1. No corrugate package should weigh more than 15 kgs (ie, product + inner carton + corrugated box.)
     2. All Corrugated boxed should be of `A' grade paper i.e., Virgin.
     3. All items should be packed only in first hand boxes only.
     4. Flute: The corrugated boxes should be of narrow flute.
     5. Joint: Every box should be preferably single joint and not more than two joints.
     6. Stitching: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
     7. Flap: The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.
     8. Tape: Every box should be sealed with gum tape running along the top and lower opening.
     9. Carry Strap: Every box should be strapped with two parallel nylon carry straps (theyshould intersect).
     10. Label: Every corrugated box should carry a large outer label at least 15cros.
     11. 1Ocrns. dimension clearly indicated and it should carry the correct technical name, strength or the produet Date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure-VI of this document.
     12. Other: No box should contain mixed products or mixed batches of the same product.
     13. Specifications For Chemicals:Not more than 25 kg maybe packed in a single bag/carton.
2. **DELIVERY AND DOCUMENTS**
   1. **Details of destination and Quantity:** The above mentioned quantity todesignated consignee**.** Delivery of the equipment shall be made by the Supplier in accordance with the terms specified in the purchase order by the Purchaser. The documents like warranty certificate, equipment manual, test certificate and also other documents, as applicable, have to be furnished by the supplier as specified in the purchase order, along with each dispatch.

**28. DELAYS IN DELIVERY OF GOODS**

* 1. Delivery of the Goods shall be made by the Supplier within 30 days from the date of placing the Letter of indent/Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

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

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

**29. WARRANTY**

29.1 This warranty shall remain valid for **Three years** after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.Guarantee Period starts from the date of delivery/ installation for a period ofMinimum 3 Years, as applicable.

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

**30. Comprehensive Maintenance Contract (CMC*)as applicable***

**30.1 CMC will only b ecommencing after the completion of guarantee period and a written request. Consignee / HLL shallalso examine the CMC necessity for a particular Item.** Comprehensive Maintenance Contract shall be executed for a period of 5 years, may further extended for 2 years, from the date of completion of guarantee period.

**30.2 Scope of CMC contract**

1. **On site & service centre labour for carrying out preventivemaitenance and repairs.**
2. **All parts require replacement shallbesupplied to the consignee, underthis**
3. **agreement at no additionalcostduring CMC period.**
4. **Safety and software updates for featuresthatwereoriginallypurchased and forming**
5. **part of commencement of thiscontract.**
6. **Routine preventivemaintanance& calibration**
7. **Breakdown visitduring the contractperiod.**

**31. PAYMENT TERMS**

* 1. The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order.
  2. No advance payment shall be released
  3. 70 % payment shall be made within 30 days from the receipt and acceptance of goods at the warehouse at**:** at designated delivery destination.
  4. 25% payment shall be released on receipt of acceptance certificate issued by the consignee / HLL Officials and installation and final 5% against PBG from a scheduled bank of 10% value of, valid for Guarantee period.

**32. PATENT RIGHTS**

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

**33. INCIDENTAL SERVICES**

33.1 The supplier may be required to provide any or all of the following services, including additional services, if any, as specified.

(a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) Furnishing of detailed operations and maintenance manual for each product

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

**34. CHANGE ORDERS**

34.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract.

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

**35. CONTRACT AMENDMENTS**

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

**36. ASSIGNMENT**

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

**37. LIQUIDATED DAMAGES**

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

37.2 **Penalty :** At the rate of 0.5% per week as per the various terms and conditions of this contract subject to a maximum of 10% of the total contract value, for delay beyond the agreed period***.***

**38. TERMINATION BY DEFAULT**

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

1. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or

(b) if the Supplier fails to perform any other obligation(s) under the contract.

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

**39 FORCE MAJEURE**

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

39.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**40. TERMINATION FOR INSOLVENCY**

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

**41. RESOLUTION OF DISPUTES**

* 1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
  2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.
  3. The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

**SECTION III**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER**

**(Please attach detailed proforma incorporating the information given below)**

BID NO……………………….

DATE OF OPENING……..

NAME OF THE BIDDER:……………………………………..

1. **Name & Full address of the Manufacturer:**

(a) PAN No (b). ECC Code ( c) IEC if applicable

(d) CST No (e) TIN No (f) SSI/MSME (specify)

2. (a) Telephone No. Office/Factory/Works

(b) Fax No. Office/Factory/Works

(c) e-mail address

1. Location of the manufacturing factory/show room
2. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.
3. For SSI/MSME units, Attach UdyogAdhar

**PLACE: NAME AND SIGNATURE OF THE TENDERER**

**DATE: (WITH OFFICE SEAL)**

## SECTION IV

**TECHNICAL SPECIFIACATION &LIST OF EQUIPMENTS-Spot Lamp**

|  |  |  |
| --- | --- | --- |
| **SI. No.** | **Name of the Items** | **Qty** |
| 1 | Functional focus lamp with two spare bulbs | 94 |

1. FUNCTIONAL FOCUS LAMP

• For use in obstetric/gynecological examination

• Arm- Articulated arm with ON/OFF switch on lamp's head and incorporated with electronic transformer

• Length of Arm- 69 ems

• Voltage- Operates on 220-240 V, 50 Hz, AC Mains

• Lamp- 12 V/50 W Halogen Lamp/ LED.

• Light Intensity- 15000 Lux

• Dome- Polycarbonate , focusable

• Base- Metal, chrome plated with 5 castors

• Supply with Spare Bulb 04 nos if Halogen bulb).

**SECTION V**

**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 loses 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 with in 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.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

**PLACE: NAME AND SIGNATURE OF THE TENDERER**

**DATE: (WITH OFFICE SEAL)**

## SECTION VI

#### **DECLARATION**

I / WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities includes; transportation, loading, unloading and other technical work for the installation of the equipment at the designated site as per the contract / purchase order.

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

**SEAL OF THE TENDERER**

**SIGNATURE**

**NAME AND ADDRESS OF TENDERER**

**PRICE SCHEDULE SECTION VII**

| S.  No. | Item Description | Qty | Brand/Model | Manufacturer | Ex-factory price (**Basic Unit Price** exclusive of all levies & charges) | Excise  Duty | | Sales  Tax | | Freight & Insurance | | Unit Price inclusive of all levies & charges  (ColumnNo. e+g+i+k)  in Rs | Total Price  (c x m) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| % | Amt. | % | Amt. | **FOR** Delivery destination | |
| % | Amt. |
| a | b | c | D | e | f | g | h | i | j | k | l | m | n |
| 1 | Functional focus lamp  with two spare bulbs | 94 |  |  |  |  |  |  |  |  |  |  |  |

**Total amount in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Delivery schedule : strictly within 30 days from the date of release of LOI/PO**

NOTE: 1) The columns may be filled as is applicable in each case.

2) **Product catalogue along WITH COMPLIANCE SHEET confirming to technical specification should be attached with offer.**

**3) List of optional accessories/ spares with rate, to be attached to price bid as separate sheet**

**4) The bidder has to quote for all the items indicated above, if any item is not quoted then their bid is treated as non responsive**

**Seal and Signature of the bidder**

**PRICE SCHEDULE SECTION VIII**

**List of reagents & Chemicals / List of Consumable / Name of Spare parts of Equipment** (item wise as applicable)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SLNo** | **List of reagents & Chemicals** | **Make / Model** | **Packing Unit** | **Price per Unit** | **Remarks** |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |
|  | | | | | |
| **SLNo** | **List of Consumable** | **Make / Model** | **Packing Unit** | **Price per Unit** | **Remarks** |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |
|  | | | | | |
| **SLNo** | **List of Consumable** | **Make / Model** | **Packing Unit** | **Price per Unit** | **Remarks** |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |

**Seal and Signature of the bidder**

**SECTION IX**

**CHECK LIST**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Documents** | **Page No.** | **Remarks** |
| 1 | Duly filled proforma showing details of Equipment and Quality Control employed by the manufacturer as per section II |  |  |
| 2 | Product brochure literature, write up etc. |  |  |
| 3 | Item-by-item compliance statement on the Purchaser’s Technical Specifications with statement of deviations and exceptions, if any, to the provisions of the Technical Specifications |  |  |
| 4 | Indemnity clause as per SECTION V |  |  |
| 5 | Declaration as per SECTION VI |  |  |