

AMENDMENT NO.1
March 5, 2014

**Sub: Amendment to the tender for SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF 725/750KVA-LT DIESEL GENERATOR SET**

Ref : Tender No: PUR/08/R1/PQ/DG SET 725/750 KVA/2013-14

With reference to the above, we hereby incorporate the following amendment as detailed below:

In **Schedule G** and **Schedule H** the delivery period is amended to 90 days.

Amended Schedule G & Schedule H attached.

JOINT GENERAL MANAGER (PURCHASE)

ACCEPTANCE FORM

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

From

To

JOINT GENERAL MANAGER (PURCHASE)

HLL LIFECARE LTD

PEROORKADA,

THIRUVANANTHAPURAM – 695 005

KERALA, INDIA

Dear Sir,

I / We, hereby offer to supply/test/commission the equipment as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by 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 quoted 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. **I/We adhere to complete all supply and installation works with in a period of 90 days from the day of receiving the purchase order/LOI.**

Yours faithfully,

SIGNATURE OF BIDDER WITH SEAL

Schedule - H

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HLL LIFECARE LIMITED

(A Government of India Enterprise)

PEROORKADA, THIRUVANANTHAPURAM-695 005, KERALA, INDIA

TENDER NO. : PUR/08/R1/PQ/ DG SET 725/750 KVA /2013-14

TERMS & CONDITIONS

1. The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
2. Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
3. The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

- a. In tenderer shall return one copy of order signed and sealed as a token of acceptance.
- b. In case of rejection, the equipment should be taken back and replaced at yours risk and cost within 14 days of intimation from HLL.
- c. A certificate confirming that the equipment offered is environment friendly i.e., non-hazardous to the environment is to be enclosed with the Technical bid.

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TERMS & CONDITIONS

d. The supplier agrees to supply strictly as per the specification mentioned in the order.
HLL reserves the right not to receive the goods beyond the delivery date given in the order(max 90 days).

e. **Liquidated damages for delayed supply:-** The parties have to abide by delivery schedule given in the supply order strictly. Penalty for delay @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply order will be imposed, if accepted by the Company after the stipulated delivery period.

g. Payment Terms :-

- a) 70% of the value of supply shall be paid against supply and acceptance of equipment & accessories by HLL.
- b) 20% will be released after successful installation and commissioning
- c) 10% against submission of Performance Bank Guarantee for 10% of contract value. The PBG should be in the form of BG /Demand Draft in favour of HLL Lifecare Ltd, Trivandrum, India valid for one year from the date of installation and commissioning.

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TERMS & CONDITIONS

WARRANTY

The supplier shall warrant that the goods supplied /WORK COMPLETED under the contract shall have no defect arising from design, materials or workmanship. Period of warranty shall be twelve months from the date of installation and commissioning as certified jointly by the supplier and the Purchaser.

INSURANCE

The goods supplied under the contract, shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

DELIVERY/COMPLETION PERIOD

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should deliver the equipments as per the Contract within 3 months from the date of award of contract.

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

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TERMS & CONDITIONS

INSPECTION AND TESTS

The purchaser or its representatives shall have the right to inspect the machinery and accessories and/or to test the machinery to confirm if they match the specifications as per the order. The purchaser shall notify the supplier in writing of the identity of the representatives for the purposes.

The inspections and tests may be conducted on the premises of the supplier or 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, and also access to drawings and production data, to enable the Purchaser's nominee to carryout such inspection/tests without obligations to the purchaser.

Goods under the Contact shall not be despatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing.

For imported goods, Purchaser reserves the right for pre-shipment inspection of the equipment by the Purchaser and/or by a third party.

Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject then 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.

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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.

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.

PACKING

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

TRANSPORTATION

Bidders are required to supply equipments at our factory premises Peroorkada Trivandrum. The freight and Insurance charges are to be indicated in the rate schedule.

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TERMS & CONDITIONS

SPARES

The supplier shall offer unit prices valid for two years after the warranty period separately for such essential spare parts and accessories which are recommended as necessary for 2 years and maintenance after warranty period. HLL reserves the right, however, to order any of these spares or increase or decrease the quantity as it may finally decide at the rate given in the tender.

The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram, Kerala, India.

Completion time

The party should complete supply, installation, testing and commissioning of the DG Set meeting all specification and requirements as mentioned in this Tender Document within 90 days from the date of placing Purchase order/LOI.

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TERMS & CONDITIONS

INDEMNITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate 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. Responsiveness of the Bid shall be at the discretion of HLL.

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 APPLICANT

DATE:

(WITH OFFICE SEAL)

