

HLL LIFECARE LIMITED  
(A Government of India Enterprise)  
PEROORKADA FACTORY, PEROORKADA  
THIRUVANANTHAPURAM-695005

Email:

Website: [www.lifecarehll.com](http://www.lifecarehll.com)

PH: +91 471 2437270



**TENDER NO: PFT /PUR /R2 /HOMOGENIZER /2019-20 dated 05/10/2019**

**INVITATION FOR BID**

**FOR**

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

**AT**

**PEROORKADA FACTORY**



HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM

SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER

TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019

## CONTENTS

SECTION NO.	DESCRIPTION	PAGE NO.
	<b>PART 1</b>	
SECTION I	INVITATION FOR BIDDERS (IFB)	3-6
SECTION II	INSTRUCTION TO BIDDERS (ITB)	7-19
SECTION III	GENERAL CONDITIONS OF CONTRACT (GCC)	20-30
SECTION IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	31- 37
SECTION V	TECHNICAL SPECIFICATIONS	38 – 44
SECTION VI	QUALIFICATION CRITERIA	45 -46
SECTION VII	APPLICATION FOR PREQUALIFICATION	47 – 51
SECTION VIII	ACCEPTANCE FORM	52
SECTION IX	INDEMINITY CLAUSE	53
SECTION X	DECLARATION	54
	<b>PART 2</b>	
SECTION XI	PRICE BID FORM & BOQ SUMMARY	55
	ANNEXURE 1 – BOQ	56 – 57



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **PART 1 SECTION I**

### **INVITATION FOR BIDS (IFB)**

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

<b>Name of work</b>	<b>Tender No</b>	<b>EMD</b>	<b>Date &amp; Time of Opening of Technical bids</b>
<b>Supply, Installation, commissioning &amp; validation of Homogenizer system</b>	<b>TENDER NO: PFT/PUR/R2/HOMOGENIZER /2019-20</b>	<b>Rs.25,000/- in the form of a DD drawn in favor of M/s.HLL LIFECARE LIMITED, and payable at Thiruvananthapuram from a nationalized bank</b>	<b>25/10/2019 at 15.30 Hrs</b>

2. A complete set of bid documents can be had from the office of the GM(Purchase), HLL Lifecare Ltd, Peroorkada, Thiruvananthapuram – 695 005, Kerala, India during office



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

hours on any working day between 10.00 A.M. to 2.00 P.M. up to 25/10/2019. The same will be forwarded by mail. The same can also be downloaded from our website <http://www.lifecarehll.com>. The cost of the tender document is Rs. 560/- (including taxes). The same shall be submitted along with the technical bid in the form of Demand Draft drawn in favor of "HLL LIFECARE LIMITED" payable at Thiruvananthapuram, Kerala, India.

3. The bid documents will be available up to 15.00 Hrs. on the previous day of the Opening of the bids.
  - a) Date of issue of bid document: 05/10/2019
  - b) Last date and time for receipt of bids: 25/10/2019 at 15.00 Hrs
  - c) Date and time of opening of Technical bids: 25/10/2019 at 15.30 Hrs
  - d) Address for communication, receipt, Pre bid Venue and Place of opening of bids:

**GM(Purchase),**

**HLL LIFECARE LTD,**

(A Government of India undertaking)

Peroorkada

THIRUVANANTHAPURAM – 695 005

KERALA, INDIA

Ph. 0471 2437270

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

5. SSI/MSE units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their Udyog Adahar registration certificate along with technical bid.
6. 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
7. Start-up units interested in availing exemption from payment of tender fee & EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion along with technical bid.
8. Technical Bid and Price Bid shall be submitted in sealed covers separately. Tender Number shall be super-scribed on Technical Bid and Price Bids both covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single cover with the respective Tender Number written thereon, complete in all respect and sealed, addressed to **The GM(Purchase), HLL Lifecare Limited, Peroorkada Factory, Trivandrum – 695005, Kerala, India** should reach us on or before the due date and time mentioned in the Tender Notification. Tender brought to the office after prescribed time will not be accepted. HLL will not be responsible for any delay in transit of tenders sent by post.
9. Bids will be opened in the presence of Bidders representative(s) who wishes to attend on the specified date and time, at the office of HLL at the address given in Clause '3' above.
10. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
11. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason thereof.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

**12. Amendments:**

Any amendments related to the tender shall be published only in HLL web site

[www.lifecarehll.com](http://www.lifecarehll.com)

**GM(Purchase)**



## SECTION II

# INSTRUCTION TO BIDDERS

### A. INTRODUCTION

#### 1. Eligible Bidders

The Eligibility criteria for the bidders is as per Qualification Criteria Section VI.

#### 2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram hereinafter referred to as “HLL”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### B. BIDDING DOCUMENTS

#### 3. Contents of Bidding Documents .

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Technical Specifications & BOQ
- e. Qualification criteria
- f. Bid Form

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



#### **4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify HLL in writing at HLL's mailing address indicated in the Invitation for Bids. HLL will respond to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by HLL. HLL's response (including an explanation of the query but without identifying the source of inquiry) will be communicated through our web site / email 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, HLL 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.

5.2 Any subsequent amendments in the bid shall be notified only on HLL website.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, HLL may, at its discretion, extend the deadline for the submission of bids

### **C. PREPARATION OF BIDS**

#### **6. Language of Bid**

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and HLL, 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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **7. Documents Comprising the Bid**

Following documents and forms are to be included in the technical bid and commercial bid respectively.

## **8. BID**

### **8.1. TECHNICAL**

The technical bid shall consist of the following documents.

- a. EMD / Bid Security amount in the form of DD, drawn in favor of HLL Lifecare Limited, payable a Thiruvananthapuram. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid.
- b. Tender fee in the form of DD for an amount of Rs. **560/-** (including taxes). The same shall be submitted along with the bid in the form of Demand Draft drawn in favor of “HLL LIFECARE LIMITED” payable at Thiruvananthapuram, Kerala, India
- c. The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled in the technical specifications wherever necessary as per the instructions given.
- d. Duly attested copies of factory license/ Industrial license, sales tax registration, and documents to prove the legal status, place of registration and principal place of business of the undertaking.
- e. Duly attested copies of quality certificates for the products, quality system certifications and quality accreditation certificate as specified in technical specification.
- f. Copy of Balance sheet for the past three financial years, duly certified by a chartered accountant
- g. Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if the bid is accepted;



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- h. Documentary evidence established in accordance with ITB Clause 12 that the equipment and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents

## **8.2. PRICE BID**

- a.) Duly filled Bid Form and BOQ.  
b.) All commercial aspects related to items that are mentioned in IFB

## **9. Bid Prices**

9.1 The prices shall be quoted for all items and shall be firm. The amount shall include all plant, layout, materials, all temporary works, supervision, taxes, duties, levies, insurance and every incidental and contingent cost and charges whatsoever required to complete the item of work in all respects conforming to related specifications, drawings etc.

9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3 The prices quoted by the bidder shall be in sufficient detail to enable HLL to arrive at the price of equipment/system offered.

## **10. Bid Currencies**

10.1 Indian Bidders should quote only in INR.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **11. Documents establishing bidder's eligibility and qualifications**

11.1 Pursuant to ITB Clause 8.1, 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.

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

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

- (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
- (ii) Details of experience and past performance of the bidder on items offered and on those of similar nature of work as per Clause (1) & (2) of Section VI – Qualification Criteria and details of current contracts in hand and other commitments.

## **12. Period of Validity of Bids**

12.1. Technical Bid & Price Bid shall be valid for minimum one year

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

## **13. Format and Signing of Bid**

13.1. The bidder shall prepare the bid clearly marking the Bid as appropriate.

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

person or persons signing the bid.

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

#### **14. Sealing and Marking of bids**

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

- 14.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as “TECHNICAL BID” and ‘PRICE BID. The Bidders shall then place both the envelopes of Technical and Price bid in an outer envelope. The name of the product for which the bid is made must be written on both the inner envelopes and the outer envelope.

- 14.2 The inner and outer envelopes shall be addressed to HLL at the following address:

**GM (Purchase)**

**HLL Lifecare Ltd, Peroorkada Factory,**

**Thiruvananthapuram –05**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: **“DO NOT OPEN BEFORE” 15.00 Hrs. ON- 25/10/2019”**
- (b) The outer and inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- (c) If the inner and outer envelopes are not sealed and marked as required, HLL will assume no responsibility for the bid’s misplacement or premature opening.
- (d) Bids must be received by HLL at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for HLL, the bids will be received up to the appointed time on the next working day.
- (e) HLL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of HLL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **15. LATE BIDS**

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

## **16. MODIFICATION AND WITHDRAWAL OF BIDS.**

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

16.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

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

16.4. 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**

### **17. Opening of Bids by HLL**

17.1 The HLL will open all bids, in the presence of bidder's representatives who choose to attend, at 15.30 Hrs on 25/10/2019 at the following location:

**HLL Lifecare ltd**

**Peroorkada Fctory , Thiruvanthapuram- 695 005.**

17.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

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

17.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the HLL, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.

17.4 HLL will record the bid opening.

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

17.6 HLL will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. HLL will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on HLL's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid. The price bid of the bidders who are disqualified at the technical scrutiny will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

## **18. CLARIFICATION OF BIDS**

During evaluation of bids, HLL 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.

## **19 PRELIMINARY EXAMINATION**

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

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

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

19.4 Prior to the detailed evaluation pursuant to Clause ITB 21, HLL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. HLL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

## **20. EVALUATION AND COMPARISON OF BIDS**

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

20.2 HLL's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the Supply, Installation, commissioning & validation of Homogenizer system offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the equipment and its parts and accessories, and excise duty or GST on the equipment, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 19.3 and in the technical specifications:

20.3 Pursuant to ITB Clause 19.2 the following evaluation methods will be applied:



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- (a) Inland transportation, from factory, insurance and incidentals.
- (i) Inland transportation, insurance and other incidentals, for Supply, Installation, commissioning & validation of Homogenizer system costs will also be considered in the bid price.
- (b) Spare parts and after sales service facilities in India:

## **21. CONTACTING HLL**

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

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

## **F. AWARD OF CONTRACT**

### **22. POST QUALIFICATION**

22.1 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 10 as well as such other information as HLL deems necessary and appropriate.

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

### **23. AWARD CRITERIA**



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

Subject to ITB Clause 28, HLL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

#### **24. HLL'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

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

#### **25. HLL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ALL BIDS**

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

#### **26. NOTIFICATION OF AWARD**

1 Prior to the expiration of the period of bid validity, HLL will notify the successful bidder in writing by registered letter or by fax or email to be confirmed, that its bid had been accepted.

2 The notification of award will constitute the formation of the contract

#### **27. Delays in Supply, Installation, commissioning & validation of Homogenizer system**

1 Supply, Installation, Commissioning & validation of the equipment and its parts and accessories shall be made by the Contractor within the stipulated delivery date as specified in the purchase order / work order / contract, from the date of placing the date of Order. If at any time during



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

performance of the Contract, the Contractor should encounter conditions impeding timely Supply, Installation, commissioning & validation of Homogenizer system, the Contractor shall promptly notify HLL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, HLL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without penalty.

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

3 If the Contractor fails to deliver any or all of the equipment or its parts or perform the Services within the time period(s) specified in the Purchase Order, HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty of an amount equivalent to 1% of the Total Contract Value for each week of delay or part thereof subject to a maximum of 5% of the Total Contract Value.

## **28. Completion period.**

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

## **29. Payment Terms**

### **29. A: Payment Terms for Supply**

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

mobilization advance will be deemed as interest bearing advance @ 10 % interest to be compounded quarterly.

- b) 50% of the payment shall be released within 15 days, against receipt of goods at HLL site and certified by HLL Officials,
- c) 20% of the payment shall be released after Installation, Commissioning and acceptance of the system by HLL Officials.
- d) Balance 10% will be retained as Retention Money which shall be released only after one year from the date of defect liability period or against a Performance Bank Guarantee from a scheduled bank for an amount equivalent to 10% value of supply part, valid for a period of one year (warranty period) from the date of the issue of final machine commissioning and acceptance certificate issued by HLL.

Defect liability period:

- Defect liability period will be 12 months from the date of Completion as certified by the authorized Official(s) of HLL.
  - The contractor shall stand guarantee for materials and workmanship as per Clause No. Section V – Annexure-2 of the Technical Specification given in the Tender Notification and Clause No. Section III of the General Conditions of Contract. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by the authorized Official(s) of HLL, at his own cost and within the time stipulated by the Official concerned.
- i) The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.



HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM

SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER

TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019

## SECTION III

# GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between HLL and the Contractor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

(c) “The Goods” means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to HLL in accordance with the technical specifications mentioned under **section V** of the Contract;

(d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, validation, provision of technical assistance, training and other obligations of the Contractor covered under the contract;

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “HLL” means the Organization purchasing the Goods, as named in SCC;

(h) “The Contractor” means the individual or firm supplying the Goods under this Contract;

(i) “Day” means calendar day.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

(j) "Delivery period" means the period applicable upto completion of supply; installation and testing by the contractor at the required location mentioned in purchase order and accepted by HLL.

## **2. APPLICATION**

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

## **3. STANDARDS**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Contractor shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of HLL and shall be returned (in all copies) to HLL on completion of the contractor's performance under the Contract if so required by HLL.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **5. PATENT RIGHTS**

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

## **6. INSPECTION AND TESTS**

6.1 HLL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of HLL. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests HLL requires and where they are to be conducted. HLL shall notify the Contractor in writing of the identity of any representatives retained for these purposes.

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

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

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **7. PACKING**

7.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

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

## **8 DELIVERY AND DOCUMENTS**

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

## **9. INSURANCE**

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **10. INCIDENTAL SERVICES**

10.1 The contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of detailed operations and maintenance manual
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- (e) Training of HLL's Personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

## **11 SPARE PARTS**

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

- (a) Such spare parts as HLL may select to purchase from the Contractor, providing that this selection shall not relieve the Contractor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- (i) Advance notification to HLL of the pending termination, in sufficient time to permit the HLL to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to HLL, the blueprints, drawings and specifications of the spare parts, if and when requested.

## **12. WARRANTY**

12.1 The Contractor shall warrant that the Goods supplied under this Contract are of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further shall warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the HLL's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination

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

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

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

12.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, HLL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which HLL may have against the Contractor under the contract.

12.6 Bidder has to quote charges for Annual Maintenance service for two years to cover post warranty period.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

### **13. PRICES**

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

### **14. CHANGE ORDERS**

14.1 HLL may at any time by written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for HLL;
- (b) services to be provided by the Contractor.

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

### **15. CONTRACT AMENDMENTS**

15.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **16. ASSIGNMENT**

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

## **17. SUBCONTRACTS**

17.1 The contractor shall notify HLL in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Contractor from any liability or obligation under the contract.

## **18. LIQUIDATED DAMAGES**

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

## **19. TERMINATION BY DEFAULT**

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

- a) if the Contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by HLL, or
- b) If the Contractor fails to perform any other obligation(s) under the contract.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

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

## **20. FORCE MAJEURE**

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

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

## **21. TERMINATION FOR INSOLVENCY**

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

## **22. RESOLUTION OF DISPUTES**

22.1 HLL and the contractor shall make every effort to resolve amicably by direct informal



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, HLL and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

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

### **23. GOVERNING LANGUAGE**

23.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **24. APPLICABLE LAW**

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

### **25. NOTICES**

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

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **26. TAXES AND DUTIES**

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

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

#### **1. DEFINITIONS (GCC Clause 1)**

(a) The Purchaser is HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram

#### **2. INSPECTION AND TESTS (GCC Clause 6)**

2.1 The following inspection procedures and tests are required by HLL; the contractor shall get inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

2.2 HLL or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

2.3 If the equipment fails to meet the laid down specifications the contractor shall take immediate steps to remedy the deficiency or replace the defective equipment/it parts to the satisfaction of HLL.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

### **3. INSURANCE (GCC Clause 9)**

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

### **4. INCIDENTAL SERVICE (GCC Clause 10)**

4.1 The following services covered under GCC Clause 10 shall be furnished and the cost shall be included in the contract price:

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

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

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

### **5 .SPARE PARTS (GCC Clause 11)**

Add as Clause 11. to the GCC the following:

5.1 Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **6. WARRANTY (GCC Clause 12)**

Substitute GCC Clause 12.2 by the following:-

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

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

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

(a) Make such changes, modifications, and/or additions to the equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2:

## **7. Earnest Money deposit (EMD)**

Technical Bid should accompany a DD drawn in favour of M/s.HLL LIFECARE LIMITED, and payable at Thiruvananthapuram for a sum of **Rs.25000/-** towards Earnest Money Deposit. Failing which the Tender is likely to be summarily rejected. In case of notified MSMEs, EMD need not be paid provided such bidders submit proof of status as MSME.

## **8. PRICES (GCC Clause 13)**

Substitute Clause 13.1 of the GCC with the following:



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

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

## **9. SUB CONTRACT (GCC Clause 17)**

Add at the end of sub-clause 17.1 the following:

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

## **10. LIQUIDATED DAMAGES (GCC Clause 18)**

For delays: Substitute GCC Clause 18.1 by the following:

10.1 If the Contractor fails to deliver any or all of the equipment or perform of services within the time period(s) specified in the Contract, HLL shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the value of order per week of delay subject to a maximum deduction of 7.5%. Once the maximum is reached, HLL may consider termination of the Contract.

## **11. RESOLUTION OF DISPUTES (GCC Clause 22)**

Add as GCC Clauses 22.3 and 23.4 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 22 shall be as follows:



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- (a) In the case of a dispute or difference arising between HLL and a Contractor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 .

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

## **12. INSTALLATION, COMMISSIONING & VALIDATION**

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

## **13. Operational Acceptance:**

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

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

#### **14. TRAINING**

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

The bidder shall provide all training material and documents and other kits .

Conduct of training of HLL's personnel shall be on-site.

#### **15. ENCLOSURES TO BID:**

##### **15.1 Technical bid (Cover A)**

Technical Bid shall include duly filled up Tender documents along with

- a) Tender document fee in the form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram, in case the document is downloaded from website.
- b) Bid Security / EMD amount in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.
- c) Duly attested copy of License, approved by the concerned Licensing Authority.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e) Authorization of senior responsible officer of the Company to transact business.
- f) Annual turnover statement for last three years certified by the Auditor.
- g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h) Self certified statement of the Installed manufacturing capacity of the Items quoted.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

i) Qualification Criteria

j) Technical literature and other documents in support of the goods / services including operation manuals of equipments

k) List of items quoted (without prices)

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

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

## **15.2 Price Bid (Cover B):**

### **Price bid shall include**

a) Duly filled in Price Schedule (BOQ)

b) Bid Form

c) Price List of critical essential spares valid for 2 years



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION V**

### **TECHNICAL SPECIFICATION**

#### **ANNEXURE -1: DESCRIPTION OF PROPOSAL**

##### **a) Scope of work:**

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

##### **b) Description of work for Tenderers**

#### **1.0 Description**

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



## **2.0 Process of Homogenization**

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

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

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

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

The brief description of the scheme is as follows:

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

## **3.0 Scope of supply**

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



HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM

SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER

TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019

#### 4.0 Technical specification

<b>TECHNICAL SPECIFICATION OF HOMOGENIZER &amp; DIAPHRAM PUMP</b>		
<b>Sl No.</b>	<b>Description</b>	<b>Specification</b>
<b>HOMOGENIZER</b>		
1	Flow rate	2000 LPH (Can homogenize 2000 LPH of latex+ Chemical mixture)
2	Pressure	150 - 200 bar
3	Homogenization Stages	2 stages
4	Homogenization Valve operation	Manual Operation
5	Homogenizing valve and valve seat	Should resist wear and tear during homogenization ,can open for clean thoroughly
6	Suction & Discharge valve	Ball Valve, MOC of valve Should resist wear and tear during homogenization
7	Suction & Discharge valve seat	MOC of valve seat Should resist wear and tear during homogenization
8	High pressure Pump bock	Should be a single piece material of SS 316, Can Open Suction & Discharge side for easy cleaning of suction and discharge ball valves(Top and Bottom), Front Open for plunger side cleaning and replacement of plunger and plunger packings
9	Pressure relief valve	Adjustable pressure relief valve
10	Drive Arrangements	V-Belt and pulley drive
11	Lubrication	Splash/ Forced
<b>FILTER UNIT</b>		
1	Filter Unit to suit the filtration of compounded Latex.	1 Set
<b>DIAPHRAM PUMP</b>		
1	Discharge Flow	2500LPH
2	Discharge Pressure	2 - 5 bar



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

3	Discharge size	50 NB flange (ANSI) with counter weld neck SS flange
4	MOC of pump	Stainless Steel
5	MOC of Diaphragm	PTFE
6	Operation Medium	Air operated

### **5.0 Receipt / Storage / Handling**

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

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

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

### **6.0 Workmanship / Supervision**

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

### **7.0 Instrumentation and Interlocks**

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **Annexure II**

### **a. Electrical installation**

#### **1.0 Scope**

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

#### **2.0 General**

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

The Bidder has to provide the equipment individual electrical requirement with detailed specifications. The entire wiring will be made by HLL under the Bidder's supervision.

Four sets of drawings giving single line diagram run of cables location along with of detail panels, indication/interlocking circuits cable with sizes within the building/underground cables showing the location of straight through joint boxes, location of main earthing stations shall be furnished before submitting to the Client.

#### **3.0 Equipment Wiring**

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

#### **4.0 Testing**

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



### 5.0 Documents before dispatch

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

### 6.0 DQ - Design qualification

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

### 7.0 IQ - Installation qualification

The vendor shall provide necessary document support to carry out the installation of the equipment. All necessary layout drawings, erection drawings, installation manuals, safety instructions, etc., shall be supplied before the delivery of the system. The vendor shall also clearly indicate the connection details for all the utility and other ancillary systems required for the operation and maintenance of the system. The system shall be duly installed as per the relevant documents and it is the responsibility of the vendor to ensure all such information is supplied in advance and the equipment / system is installed as per the documents supplied. The client is not responsible for any wrong information supplied by the vendor and the vendor at his cost would rectify such defects.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **8.0 OQ – Operation qualification**

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

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



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION VI**

### **QUALIFICATION CRITERIA.**

1. The tenderer should be manufacturers of High pressure Homogenizer at least from last 20 years. ( Documentary evidence should be submitted)
2. The company should be an ISO 9001:2015 certified
3. The tenderer should have supplied, erected & commissioned at least 3 numbers of Homogenizer for latex application of capacity  $\geq 2000$  LPH in the past five years. For which the tenderer should produce supply orders, completion certificate proofs, performance certificate duly approved by the concerned authority of the clients.
4. List customers with contact nos. and responsible person to whom you have supplied the Homogenizer system and can directly confirm.
5. Party should have a turnover of Rs. 10 Cr. (minimum) for each of the past consecutive three years. (Balance sheet certified by a chartered accountant)
6. The duly signed acceptance form conforming that All terms & conditions, technical specifications, volume of supply are understood by the bidder .Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed)
7. Deviation if any, giving reasons for the deviation.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

Note

1. *The bidder should furnish Registration Certificate and Certificate of Incorporation.*
2. *Bidders shall invariably furnish documentary evidence (Client's Certificate/installation report) in support of the satisfactory operation of the equipment as specified above.*
  3. *The bidder should furnish the copy of Audited balance sheet in proof of financial strength.*
  4. *Conditional Bid will be summarily rejected*



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION VII**

### **APPLICATION FOR PREQUALIFICATION**

(General information of the contractor)

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

- A. Name of Firm/Company :
1. Postal address :
2. Telephone No :
- FAX :
- E-Mail :
3. Year of commencement of Contract/  
Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary or partnership firm:
2. Name of Managing partner :
3. Name of other partners :

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

Company :

2. Name of Managing Director :

3. Name of other Directors :

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

D. Are you a manufacturer, authorized Dealer or any :

other? If authorized agent,

A copy of the original letter from the

Manufacturer / Principal, duly attested,

Should be furnished conforming the agency

E. How many years have you been in the business :

Of Supply, erection, Installation, commissioning &

Validation of High Pressure Homogenizer system

as per HLL specification enclosed

F. What would be the minimum period required to :

deliver from the date of confirmed Purchase order?

G. Have you been a contractor / manufacturer, :

No. of major supplies of similar item supplied

successfully in India, specify. Enclose two

completion certificates from the client

certified that the similar item supplied

successfully. The client list shall be enclosed.

H. What is your :- :



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- a) GST No :  
c) Central Excise Registration No: :  
d) PAN No

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

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

i) if so, give the period and details.

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

a. Annualized turnover of the Contractor/Firm/Company in the last 3 years ending 31.03.2018

1. 2015-2016: Rs
2. 2016-2017: Rs
3. 2017-2018: Rs

(Bio data with willingness letters to be enclosed )

L. Acceptance Form

M. CERTIFICATE

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

Signature:

Place:

Date: Name and address of the bidder with seal:



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

**DETAILS OF MAJOR WORK ORDER SUCCESSFULLY EXECUTED BY THE  
TENDERER AS PRIME CONTRACTOR DURING THE LAST 20 YEARS**

Sl. No.	Name of Client with full address, telephone numbers and nature of item supplied	Details of item supplied	Value of Contract (in lakhs)	Period of Completion with dates (in months)

**SIGNATURE OF BIDDER WITH SEAL**



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

**DETAILS OF ONGOING PURCHASE ORDERS OF SIMILAR NATURE**

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

**SIGNATURE OF BIDDER WITH SEAL**



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION VIII**

### **ACCEPTANCE FORM**

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

From

To

**General Manager (Purchase)**

**HLL Lifecare Limited**

**(A Government of India Enterprise),**

**PEROORKADA FACTORY, Thiruvananthapuram – 695 005,**

**Ph: (++91 471) 2437270**

**E-mail:**

Dear Sir,

I / We, hereby offer to supply as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by HLL. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of supply of item required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH SEAL**



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION IX**

### **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 within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

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 BIDDER

DATE:

(WITH OFFICE SEAL)



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

## **SECTION X**

### **DECLARATION**

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 BIDDER

SIGNATURE

NAME AND ADDRESS OF BIDDER



HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM

SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER

TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019

**PART 2**  
**SECTION XI**  
**PRICE BID FORM**

To:

**HLL Lifecare Limited,**

**Peroorkada Factory,**

**Thiruvananthapuram – 695 005**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, erect, install, commission and validate High pressure Homogenizer System at HLL Lifecare Ltd., Peroorkada, Thiruvananthapuram in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the BOQ with prices attached herewith and made part of this bid.

We agree to abide by price per unit mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this ..... day of ..... 20 .....

(signature)

(in the capacity of) \_\_\_\_\_

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **BILL OF QUANTITY**

### **Annexure- I**

Sr. No	Item	Qty	BASIC PRICE (INR)	GST	Total Amount (INR)
<b>A</b>	<b>Supply of Items</b>				
1	HIGH PRESSURE HOMOGENIZER OF CAPACITY 2000 LPH AND PRESSRE OF 150 – 200 bar	1 Set			
2	Filter Unit ( <b>Party has to suggest proper filter unit suitable to compounded latex filtrartion with detailed drawing</b> )	1 Set			
2	DIAPHRAM PUMP Discharge Flow - 2500 LPH, DischargePressure 2 - 5 bar, Discharge size 50 NB flange (ANSI) with counter weld neck SS flange, MOC of pump - SS with PTFE diaphragm Air operated	1 No.			
3	Installation Charges				
4	AMC for Three Years				
<b>C</b>	<b>Grand Total</b>				

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

Conditions:

- 1) The party has to quote as per schedule.



**HLL LIFECARE LIMITED, PEROORKADA PLANT, THIRUVANANTHAPURAM**

**SUPPLY, INSTALLATION, COMMISSIONING & VALIDATION OF HOMOGENIZER**

**TENDER NO: PFT/PUR/R2/ HOMOGENIZER /2019-20 dated 05/10/2019**

- 2) **Before quoting, the party has to visit the site and clear all doubts with the officials of Project Department.**
- 3) After work, the party has to clean all the debris and waste materials and transfer the same to scrap yard.
- 4) Safety work permit has to be taken before starting the work.

Bidders shall have registration under GST and shall produce necessary certificate from IT for deduction at specified rate/non deduction of WCT, if any applicable under GST.

Bidder shall provide Excise Invoice (manufacturer invoice / dealer invoice) for excisable goods under supply schedule

Statutory levies if any :

Any other Remark (s) :

NAME OF TENDERER: \_\_\_\_\_

Place:  
Date:

ADDRESS AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)