

**HLL LIFECARE LIMITED  
PLOT NO.16-A/1CSEZ, KAKKANAD  
P.O ERNAKULAM -682037,  
KERALA, INDIA  
PH: +91 484 2413999**

**INVITATION FOR BIDS**

**SUPPLY, INSTALLATION AND COMMISSIONING OF INTERMITTENT  
SEALING SINGLE LINE SQUARE PACKING MACHINE FOR FEMALE  
CONDOM AT HLL LIFECARE LTD, KAKKANAD FACTORY, COCHIN**

**AT**

**HLL LIFECARE LIMITED,**

**Kakkanad**

**Cochin**

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

PH: +91 484 2413999

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

**INVITATION FORBIDS**  
**PART I**

IFB NO. HLL/KFC/FC PACKING MACHINE/2020/001  
Date: 20.08.2020

HLL Lifecare Limited (HLL), a Government of India Enterprise invites sealed and super scribed bids from eligible bidder for supply and Installation of the above mentioned item at their Kakkanad Factory, Kochi, Kerala.

SL. No.	Name of the Item	Tender No:	Last Date & Time of Submission of Bids	Date& Time of Opening of bids
1.	<b><u>Supply, Installation And Commissioning Of Intermittent Sealing Single Line Square Packing Machine For Female Condom</u></b>  Specification: Refer <b>Schedule II</b> for detailed Specification	HLL/KFC/FC PACKING MACHINE/2020/ 001	10.09.2020 at 15.00 Hrs.	10.09.2020 at 15.30Hrs

2. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids at the following address, during office hours:

**SENIOR MANAGER (PROCUREMENT)**  
**HLL LIFECARE LIMITED**  
**KAKKANAD FACTORY, PLOT NO.16-A/1,**  
**COCHIN SPECIAL ECONOMIC ZONE,**  
**KAKKANAD PO, COCHIN, -682037,**  
**KERALA, INDIA.**  
**PH: +91 484 2413999**

3. The Tender Documents can also be downloaded from our Website **www.lifecarehll.com** from the date of issue of tender document. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and seal the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender. Any subsequent changes/amendments will be published only in our website.
4. The scheduled date for issue, receipt and opening of bids is as follows.
  - a) Date of issue of tender document : 21.08.2020 onwards
  - b) Last date and time for receipt of bids : 10.09.2020 up to 15.00 Hrs.
  - c) Date and time of opening of bids : 10.09.2020 15.30 Hrs.
  - d) Address for communication, receipt and place of opening of bids:

**SENIOR MANAGER (PROCUREMENT)**  
**HLL LIFECARE LIMITED**  
**KAKKANAD FACTORY, PLOT NO.16-A/1,**  
**COCHIN SPECIAL ECONOMIC ZONE,**  
**KAKKANAD PO, COCHIN, -682037,**  
**KERALA, INDIA.**  
**PH: +91 484 2413999**  
**Email: [materialskfc@lifecarehll.com](mailto:materialskfc@lifecarehll.com)**

5. The completed and sealed bid documents should be submitted to the above address. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs. (IST) on ----- (Indicate the Closing Date).
6. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 4 (d) above.
7. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
8. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
9. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

10. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.
11. In addition to the invitation for bids, the bidding documents include the following schedules.

SCHEDULE - I: Conditions of Bid

SCHEDULE - II: Detailed Specification of Item

SCHEDULE - III: Conditions of Contract

SCHEDULE - IV: Format for Quoting

SCHEDULE - V: Acceptance Form

**SCHEDULE I**

**CONDITIONS OF BID**

**1. Definitions**

- a. "Invitation for Bid" shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. "Purchaser/Owner" shall mean HLL Lifecare Limited, (Thiruvananthapuram) or its units thereof.
- c. "Bidder" shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- d. "Supplier/Contractor" shall mean the bidder whose bid has been accepted and shall also include his successors and assigns, agents and representatives.
- e. "Contract" means signed acceptance of the Letter of Intent, if issued, and order by the supplier.
- f. "Site" shall mean HLL Lifecare Limited, Plot No.16-A/1, CSEZ, Kakkanad.P.O , Ernakulam -682037, Kerala, India, Ph: +91 484 2413999

**2. Bid Information and Period of Validity**

**2.1 The Bid must include the following information,**

- a. IFB No.
- b. Promised Delivery Schedule.
- c. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
- d. All information requested in the specifications, dimensional drawings, technical literature describing the make offered, material etc., as specified in the bid document.
- e. The Price should be quoted as per the following:
  - i) The Bidder shall indicate all prices including basic price, the relevant duties and taxes, other levies, packing & forwarding charges, charges for inland transportation and other local costs incidental to delivery of the goods to supplier's site, etc. on the appropriate price schedule (FORMAT FOR QUOTING – SCHEDULE IV) attached to these documents for completing the above work as per the Specification, Terms and Conditions as specified in the Bid Documents. Civil works excluded from the scope of the supplier.
  - ii) Bidder must quote for unit price and total price based on the requirement shown in the bid document.

- iii) Price should be firm without any escalation on any account until the order is completely fulfilled.
- iv) All other documents/certificate/information as specified in the bid document.

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

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

3.1 All pages of the bid, except for un-amended printed literature shall be signed by the person or persons signing the bid.

3.2 Bids shall be made in English.

3.3 The bid shall contain no interlineation's, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

### 4. **Submission of Bids**

#### Sealing and Marking of Bids

4.1 The bids should be submitted in duplicate. The Bidder shall seal the original and each copy of the bid in an inner and then in an outer envelope, duly marked the envelopes as "ORIGINAL" and "COPY".

4.2 The inner and outer envelopes shall:

- (a) Be addressed to the Purchaser in the following address,

SENIOR MANAGER (PROCUREMENT)  
HLL LIFECARE LIMITED  
KAKKANAD FACTORY, PLOT NO.16-A/1,  
COCHIN SPECIAL ECONOMIC ZONE,  
KAKKANAD PO, COCHIN, -682037,  
KERALA, INDIA.  
PH: +91 484 2413999  
Email: [materialskfc@lifecarehll.com](mailto:materialskfc@lifecarehll.com)

- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs. (IST) on ----- (Indicate the Closing Date).

- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier to ensure timely arrival. Telex, cable, email or facsimile bids will be rejected.

Deadline for submission of Bids

- 4.5 The bids will be received by the Purchaser in the above given address (4.2.a) not later than the date and time specified in the Invitation for Bids.

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

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

**5. Clarification of Bidding Documents**

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

**6. Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment.

- 6.2 The amendment if any will be published through our website mentioned above.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

**7. Bid Opening by Purchaser**

- 7.1 The Purchaser will open bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and in the location given in this document.

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday forth Purchaser, the bids shall be opened at the appointed time and location on the networking day.

- 7.2 The Purchaser will prepare appropriate bid opening register and the same shall be signed by bidders present during the opening of the bids and Purchaser.

**8. Clarification of bids**

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

**9. Preliminary examination**

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bidding documents without material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.



- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.
10. **Evaluation and comparison of bids.**
- 10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.
11. **Post – qualification**
- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.
- 11.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 11.5 Conditional Bids shall not be entertained.

**12. Award Criteria**

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

**13. Notification of Award**

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder by post/courier, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent / Work order.
- 13.2 The signed acceptance of the notification of award by the Supplier/Contractor will constitute a concluded contract.

**14. Earnest Money Deposit**

- 14.1 The bid must be accompanied by EMD equivalent to 2.0% of the approximate/estimated value.
- 14.2 The EMD is required to protect the Owner against risk of Bidder's conduct, which would warrant the security's forfeiture.
- 14.3 The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favor of HLL Lifecare Limited, payable at Cochin.
- 14.4 E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
- 14.5 In the case of successful bidder, the Earnest Money will be returned after signing the agreement and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.
- 14.6 The EMD may be forfeited:
  - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Document; or
  - (b) In case of the successful Bidder, if the Bidder fails:
    - (i) To sign the agreement.
    - (ii) To furnish security deposit.
    - (iii) Does not accept the correction of his bid price pointed out by the HLL

## SCHEDULE II

## DETAILED SPECIFICATION OF ITEM

**REQUIREMENT**

**SUPPLY, INSTALLATION AND COMMISSIONING OF INTERMITTENT SEALING SINGLE LINE SQUARE PACKING MACHINE FOR FEMALE CONDOM AT HLL LIFECARE LTD, KAKKANAD FACTORY, COCHIN.**

**Technical Data and Specifications**

1. Capacity : Up to 60 sealing operations/min  
Infinitely variable by electronic frequency converter at the main drive.
2. Operating speed: 40packets/min
3. Package size shall be 110 mm X 110 mm square format.
4. Pre sealing and sealing jaw suitable for intermittent seal (Single line)
5. Sealing width at 4 sides shall be 7 mm for final pack.
6. Sealing jaw top and bottom MOC should be suitable for, sealing aluminum foil laminates as per foil specification attached as Annexure I. Preferably HC HCr/ AISI SS 429/430.
7. Separate PID temperature control and display should be given for top and bottom sealing jaws and pre-sealing jaws.
8. Knurling details: 0.8 mm Pitch , 45° Cross knurling and zig zag cutting (Sealing jaw Drawings attached as Annexure II & III)
9. Machine should be suitable for packing female condoms with silicone oil in packing foil ( foil specification attached)
10. For product feeding, rotary disc MoC SS 304 mounted suitable 12 position indexer gearbox having zero back lash and integrated with the intermittent sealing. Product feeding grooves should be as per shape of the lubricated and folded female condoms for easy. (Sketch of the Feeding disc is attached as Annexure IV).
11. Necessary arrangements may be provided for automation in future for increased productivity.
12. Counter display for counting finished products should be provided.
13. Necessary sensors with no voltage contact signals shall be provided for automatic lubricant dosing and batch printing devices.
14. Multi colour EYE mark sensors shall be provided for top and bottom foil with suitable mechanism for synchronization of both top and bottom eye marks.
15. Three sets of operating manual, Electrical wiring diagram, P &I diagram and installation manuals are to be provided along with the supply of machine.

**General Conditions:**

1. The unit should be complete with all accessories and inter-connections pertains to the specifications. Given specification are indicative only. The supplier should visit the HLL Factory/Site at CSEZ Kakkanad, Kochi Factory, and see the machines and also take their own assessments before quoting of bids. Prior permission from HLL shall be taken for visiting the plant. No photographs will be allowed inside the plant. The purchaser will not be responsible for any wrong quotes due to inadequate information.
2. The supplier should submit 3 copies of the following documents relevant to his scope of work, two weeks prior to the commissioning of the unit, free of cost.
  - a. Instruction/Testing/Operation manual (3 copies)
  - b. Maintenance manual/Lubrication Chart (3 copies)
  - c. Relevant Test Certificates, calibration certificates, Guarantee Certificate for each item of equipment.
  - d. Catalogue and literature on bought outs (3 copies)
  - e. Any other related documents pertains to the design spec.
3. All the bought out items should be of standard and reputed make.
4. Power requirements (Quality, Quantity, rating etc.) for the equipment shall be indicated in the bid.
5. The bidder should attach to their bid detailed specifications, catalogues and other details of all the equipment quoted by them.
6. Supplier/Contractor should install and commission the equipment at HLL site.
7. The equipment/s supplied should be suitable for Indian electrical ratings as follows.

Power supply: 400-440 V, 50 Hz (Three Phase)
8. Earthing for all electrical equipment, motors, panel boards, Junction boxes etc. should be done as per International Standards.
9. Wires should be taken though GI/PVC pipes and connection to panel boards, junction boxes, motors, solenoids etc. should be given by using flexible hose/GI pipes.
10. HLL will provide electrical cables up to the main panel of the Machine. All other connection and inter connections shall be done by the supplier.
11. Any deviations from the bid documents shall be clearly indicated.

**SCHEDULE III****CONDITIONS OF CONTRACT****1. PRICE**

The price quoted should be FOR HLL site including all relevant and applicable taxes and duties, Packing & Forwarding charges, insurance, transportation charges, leading, loading and unloading charges, and any other levies. **It may also be noted that being a CSEZ Unit, GST is Zero rated for HLL Kakkanadu Factory.**

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

**2. TAXES/DUTIES/LEVIES**

Supplier shall be entirely responsible for all the taxes, duties, license fees, etc. incurred until successful completion of contract. . The format for Quoting is enclosed as **Schedule IV.**

**Note:**

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

**3. INSURANCE**

The supplier shall arrange insurance coverage for transit, storage and erection. In the case of contracts, the insurance shall be obtained by the supplier. Insurance coverage for transit, storage and erection and third party Insurance to cover the risk of the supplier's employees at site during erection etc. should be arranged by the Supplier.

**4. DELIVERY/COMPLETION PERIOD**

- 4.1 Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to schedule of requirement. The equipment and its accessories should be delivered & commissioned within **60 days** from the date of Letter Of Intent or Order.
- 4.2 Delay in delivery/non delivery and completion of the contract will cause loss and/or damage to Purchaser. The completion period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or Work order).

- 4.3 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.
- 4.4 Within 24 hours of dispatch, the supplier shall notify the purchaser and the consignee, the full details of dispatch and also shall supply following documents:
- i. Copies of supplier's invoice showing goods description, quantity, unit price and total amount,
  - ii. Inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report,
  - iii. e-Way Bill
  - iv. Any other relevant document.

## **5. POWER TO MAKE ALTERATIONS**

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative.

## **6 LIQUIDATED DAMAGES FOR DELAYS**

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, either (1) deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the total contract value for each week of delay or part thereof until actual delivery or performance, subject to a maximum of 7.5 % of the total contract value.

## **7. INSPECTION AND TESTS**

- a) The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives for these purposes.
- b) The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at site. Where conducted on the premises of the supplier, the Supplier should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable the Purchaser's nominee to carry out such inspection/tests without obligations to the purchaser.

- c) Goods under the Contract shall not be despatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing, wherever inspection during various stages of execution of the Contract and prior to despatch are specifically provided for in the Contract, sufficient advance notice shall be given to the purchaser for the purpose
- d) Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the purchaser, within a period of 15 (fifteen) days of intimating such rejection.
- f) The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the good's dispatch from the place of manufacture.
- g. Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the contract.

## **8. PACKING**

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

## **9. TRANSPORTATION**

Transportation shall be in the scope of supplier, purchaser shall not pay any charges for the same.

## **10. INCIDENTAL SERVICES.**

- 10.1 As specified in the price schedule, the supplier may be required to provide any or all of the following services:
  - a. Performance or supervision of on-site assembly, start-up and successful commissioning of the equipment/supplied goods,
  - b. Furnishing of tools required for assembly and/or maintenance of the supplied goods,

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

The above costs shall be included in the contract price.

## 11. PAYMENT TERMS

The Payment Schedule goods is as follows:

Sl. No	Stage of Contract	Payment terms
1	On Successful delivery, validation & Commissioning of machine at HLL, Kakkanad after FAT, SAT and validation.	90% of Total Purchase Order Value
2	On submission of Performance Bank Guarantee for the guarantee period of 1 Year from the date of successful validation & Commissioning & handing over.	10% of Total Purchase Order Value

### 11.1 a) Payment for incidental services including supervision:

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract and also subject to Clause 10.1.C.

### b) **On final acceptance:**

The balance 10% of the total Contract value shall be paid against a performance guarantee equal to 10% of total contract price valid for the period of guarantee/warranty from any scheduled bank. The supplier's request for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the goods delivered and the services performed and by shipping documents, submitted and upon fulfillment of other obligations stipulated in the contract.



**12. PERFORMANCE GUARANTEE**

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

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

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

**13. WARRANTY**

Period of warranty shall be twelve months from the date of installation and commissioning as certified jointly by the supplier and the Purchaser.

**14. SPARES**

The supplier shall offer unit prices separately for such spare parts and accessories, which he recommends as necessary for 2 years of operation and maintenance after warranty period. The Supplier should also indicate the consumption pattern of these spares. 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 during the contract period.

Such spare parts as the Purchaser may elect to purchase from the Supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

**15. FORCE MAJEURE**

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

**16. ASSIGNMENTS AND SUBLETTING**

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

**17. CORRESPONDENCE**

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

SENIOR MANAGER (PROCUREMENT)  
HLL LIFECARE LIMITED  
KAKKANAD FACTORY, PLOT NO.16-A/1,  
COCHIN SPECIAL ECONOMIC ZONE,  
KAKKANAD PO, COCHIN, -682037,  
KERALA, INDIA.  
PH: +91 484 2413999  
Email: [materialskfc@lifecarehll.com](mailto:materialskfc@lifecarehll.com)

**18. INDEMNIFICATION CLAUSE**

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

**19. STANDARDS**

The goods supplied under this contract shall conform to the standards/specifications mentioned in **SCHEDULE II** and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.

**20. ENTIRETY OF THE AGREEMENT**

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

**21. APPLICABLE LAW**

The Contract shall be interpreted in accordance with Indian laws.

**22. SETTLEMENT OF DISPUTES**

The contract shall be deemed to have been concluded at Cochin, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Cochin.

**SIGNATURE OF BIDDER WITH SEAL**

**SCHEDULE IV  
FORMAT FOR QUOTING  
PART II**

SL NO	ITEM /WORK DESCRIPTION	QUANTITY	UNIT	RATE IN INR	TOTAL AMOUNT IN INR
1	Supply, Installation And Commissioning Of Intermittent Sealing Single Line Square Packing Machine For Female Condom	1	NO		

NOTE: Kakkanad Factory is located in Special Economic Zone, Cochin and GST is Zero rated for HLL Lifecare Limited, Kakkanadu, Kochi. Bidder may avail the benefits of special economic zone while quoting to this zone.

**SIGNATURE OF THE BIDDER**

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

**PART III****SCHEDULE OF RATES FOR CONSUMABLES/SPARES**

SL NO	ITEM DESCRIPTION	UNIT	Quantity	RATE IN INR
1	Essential Spare List for 2 Years continuous operations (Attach Sheet in the same format including consumption pattern)			

**PART IV****SCHEDULE OF RATES FOR AMC**

SL NO	ITEM DESCRIPTION	UNIT	Quantity	RATE IN INR
1	Annual Maintenance Contract including consumables.			

**SCHEDULE V**

**ACCEPTANCE FORM**

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

From

To

SENIOR MANAGER (PPROUREMENT)  
HLL LIFECARE LIMITED  
KAKKANAD FACTORY, PLOT NO.16-A/1,  
COCHIN SPECIAL ECONOMIC ZONE,  
KAKKANAD PO, COCHIN, -682037,  
KERALA, INDIA.  
PH: +91 484 2413999  
E-mail: materialskfc@lifecarehll.com,

Dear Sir,

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

Yours faithfully,

**SIGNATURE OF THE BIDDER**