

**IFB NO: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019**

**IFB NO: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05**

**TENDER FOR SUPPLY OF DIESEL GENERATOR SET  
AT**

**THQH, MANNARKADU, PALAKKAD DISTRICT  
KERALA**



**HLL Lifecare Limited**

(A GOVT. OF INDIA ENTERPRISE)

**AKKULAM FACTORY, SREEKARIAM P.O.**

**THIRUVANANTHAPURAM – 17**

**Phone +91 471 244 5930, Fax +91 471 244 5935**

**Email: [hcdcmo@lifecarehll.com](mailto:hcdcmo@lifecarehll.com), Web: [www.lifecarehll.com](http://www.lifecarehll.com)**

**IFB NO: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019**

**HLL LIFECARE LIMITED  
AKKULAM FACTORY, SREEKARIAM P.O. THIRUVANANTHAPURAM - 17**

**Tender for Supply of 40 KVA Diesel Generator**

**PART - A**

**SECTION I  
INVITATION FOR BIDS (IFB)**

**HLL LIFECARE LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
AKKULAM FACTORY, SREEKARIAM P.O.  
THIRUVANANTHAPURAM – 17

**HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05**

**DT 14.01.2019**

**TENDER NOTICE**

**INVITATION FOR BIDS (IFB)**

HLL Lifecare Limited hereby invites sealed bids (**under Two Bid system**) from eligible bidders for the supply, testing and commissioning of **1 No of 40 KVA DIESEL GENERATOR** at THQH, Mannarkadu, Palakkad District, Kerala.

SI. No	Name of the hospital	District	Qty	EMD (Rs)
1	THQH Mannarkadu	Palakkad	1	10,000.00

**SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC. SSI/MSME units are not exempted from the Security Deposit, if the tender is awarded.**

Sealed Tenders in duplicate will be accepted till 15.00 Hrs on 21/01/2019 ,

1. Interested Bidders may obtain further information from the office of **The General Manager (Materials), HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -17** and may submit their bidding documents at his office on or before the specified date and time.
2. All bids must be accompanied by the items/documents specified herein and must be delivered to **General Manager (Mtls) on or before 21/01/2019, 14.00 Hrs. The bids (Technical Bids) will be opened on 21/01/2019, at 15.00 HRS**, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

## SECTION II

### INSTRUCTION TO BIDDERS

#### A. INTRODUCTION

##### 1. Eligible Bidders

1.1 Only primary manufacturers and/or authorized dealers are eligible to participate in the tender.

1.2 Minimum Eligibility Criteria :

Sl. No.	Minimum Eligibility Criteria	Narrations Other than Tender No.
1	Experience	a) Should have a minimum of 3 years' experience in the field of dealing Diesel Generators and experience in supplying, installing and commissioning of Diesel Generators.
2	Licenses/Registrations for undertaking, supply and installation contracts	1) Primary manufactures who participate in the tender must produce copy of their valid manufacturing license. 2) Tenderers, other than manufacturers, who participate in this tender must produce the followings: a) An authorization letter from Manufacturer / Authorized Distributors to participate in this tender. 3. Item-wise Technical Compliance Sheet to match the technical specification prescribed in this tender.
3	Quality Certifications	Should have necessary valid Quality/System Certifications/safety/ Govt. regulatory board certificates as applicable to the product – to match technical specifications/ requirements item wise as in the tender.
4	Good financial capability necessary to perform the Contract	Annual Turnover Statement for the last three years (Certified by the Chartered accountant). <b>The turnover should be Rs. 20 Lakhs in any one of the last 3 financial years.</b>

2. (a) LAST DATE AND TIME FOR RECEIPT OF BIDS IS 21/01/2019, AT 14.00 HRS

(b) TIME AND DATE OF OPENING OF TECHNICAL BIDS : 21/01/2019, AT 15.00 HRS

#### **B. THE BIDDING DOCUMENTS**

##### 3. Contents of Bidding Documents

3.1 The equipments required, bidding procedures and contract terms are prescribed in the Bidding documents

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. Amendment of Bidding Documents**

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

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

5. Deleted.

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

- 6.1 The Bid and all correspondence and documents relating to the bid shall be written in the English language. Supporting documents and printed literature written in any other language than English shall be accompanied by an accurate English translation of the relevant passages, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

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

Following documents and forms are to be included in the technical bid and commercial bid respectively. All pages in the bid document submitted shall be confirmed by signature of the bidder/authorized signatory of the bidding firm with official seal.

##### **7.1 TECHNICAL BID**

The technical bid shall consist of the following documents:

- a) Tender Fee : DD for Rs. **525.00** (inclusive of tax) drawn in favour of HLL Lifecare Limited payable at Thiruvananthapuram towards tender fee.
- b) EMD / Bid Security for **Rs. 10,000/-** in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid. The Tender received without EMD will be rejected.
- c) SSI exceptions will be considered subject to submission of copies of **valid** SSI Registration Certificate, which **specifies** exception of Tender Fee and EMD for the **specified item as well as specific capacity/model of the item** in the tender.
- d) Duly attested copies of Manufacturing / Industrial license, GST Registration, and documents to prove the legal status, place of registration and principal place of

business of the undertaking. In case of dealers, should provide authorization letter from manufacturer to do business in the State of Kerala

e) Duly attested copies of quality accreditation certificate as specified in technical specification.

f) **Product Catalogue/Detailed printed literature** to prove the technical specification.

g) **COMPLIANCE SHEET duly signed, confirming to technical specification**

h) Annual Turnover Statement for the last three years (Certified by the Chartered accountant).

i) Performa for equipment and Tenderer as per section VI

j) Performance statement in the Performa under section VII

k) Duly filled Check list as per SECTION XII

## **7.2 PRICE BID (PART – B)**

The technical bid shall consist of the following documents:

a) Duly filled **PRICE BID FORM** as per SECTION: X

b) Duly filled **PRICE SCHEDULE** (Price Bid Format) as per SECTION: XII (A)

c) Duly filled **CAMC Price Schedule** as per SECTION: XII (B)

8. Deleted.

9. Bid Prices .

9.1 The Bidder shall indicate in the Price Schedule the unit prices and total prices of the goods it proposes to supply under the Contract.

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

(i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf and all duties and GST and other taxes.

(ii) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to and at final destination and up to commissioning and handing over the equipment on turnkey basis.

9.3 Fixed Price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.

9.4 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

**10. Bid Currencies**

10.1 Prices shall be quoted in Indian Rupees.

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

11.1 The bidder shall furnish the documents to establish their eligibility to bid to the Purchaser's satisfactions

11.2 The bidder's documents shall include to establish legal status, place of registration and principle place of business of the company or firm or partnership, financial capability, eligibility criteria, experience and past performance during **last three years** as per proforma given in Section VII.

11.3 Documents establishing goods conformity to bidding documents : Technical conformity Compliance Sheet with documentary evidence, may be in the form of literature, drawings and data, brand names or catalogue numbers and shall consist of :

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) Details of available sources and current prices of all spare parts, special tools if any may be necessary for the proper and continued functioning of the equipment for a period of five years.

**13. Period of Validity of Bids**

13.1 Bids shall be valid for **Six Months** from the date of opening of price bid

13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity, in writing.

**14. Format and Signing of Bid**

14.1 The bid shall be typed or written in indelible ink and shall be signed in all the pages of the bid, except for un-amended printed literature, by the Bidder or a person(s) duly authorized by the Bidder. The tenders signed by the person other than the bidder shall accompany a letter of authorization from the original bidding authority.

14.2 Any interlineations, erasures or overwriting in the bid shall be valid only if they are initialed by the person(s) signing the bid.

**D. SUBMISSION OF BIDS**

15. Sealing and Marking of bids

**Separate bids shall be submitted for price bid and technical bids as follows.**

15.1 The bidders shall seal **Technical bid** and **Price bid** in separate envelopes, duly

marking the envelopes as **“TECHNICAL BID” - cover “A”** and **“PRICE BID” - cover “B”**.

15.2 The details of tender shall be writing on both covers Cover “A” and Cover “B”

15.3 The both separately sealed and superscribed Cover “A” and Cover “B” shall put in an another envelopes.

- (a) The tender details shall be written on inner and outer cover. The inner and outer envelopes shall bear Tender No, and following statement:

**“SUPPLY OF 40 KVA DG SET TO KERALA”  
“DO NOT OPEN BEFORE” 15.00 HRS ON 21/01/2019”**

15.4 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**General Manager (Materials)  
HLL Lifecare Limited,  
Akkulam Factory, Sreekaryam P.O. ,  
Thiruvananthapuram -17  
Phone 0471 2445930 / 2445935**

- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- (d) Bids should be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (e) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any amendment with respect to this tender shall be published in HLL website: [www.lifecarehll.com](http://www.lifecarehll.com) only

## **16. LATE BIDS**

- 16.1 Any bid received by the Purchaser after the deadline for submission of bids, shall be rejected and returned unopened to the bidder.

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

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



- 17.2 A withdrawal notice may also be sent by cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 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**

### **18. Opening of Bids by Purchaser**

- 18.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 14.00 Hrs on 09/12/2016 at the following location:

**HLL Lifecare Limited, Akkulam Factory, Sreekaryam (P.O),  
Thiruvananthapuram -17. Phone: 0471 2445930 / 2445935**

- 18.2 In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. On the basis of technical documents scrutiny, Purchaser, at its discretion and if deemed appropriate, may depute its competent persons to the premises of the qualified bidder for on-site evaluation of the claims made in the technical bid. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation.
- 18.4 The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened.
- 18.3 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and qualified in the Technical Bid.
- 18.6 The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

### **19. CLARIFICATION OF BIDS**

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

**20. PRELIMINARY EXAMINATION**

- 20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 20.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**21. EVALUATION AND COMPARISON OF BIDS**

- 21.1 i) The purchaser's evaluation of a bid will take into account, basic price, excise duty, taxes, cost of inland transportation, insurance and all other costs incidental to the **delivery of goods to designated delivery destination as at SECTION XI.**
- 21.3 Comprehensive Maintenance Contract (CMC)

The comprehensive maintenance charges has to be quoted for a period of 5 years after the expiry of free maintenance period of 1 year, clearly indicating year wise comprehensive maintenance charges, as per SECTION XII (B).

**22. CONTACTING THE PURCHASER**

- 22.1 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid. However, if the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

**F. AWARD OF CONTRACT**

**23. POST QUALIFICATION**

- 23.1 The Purchaser shall determine to its satisfaction, whether the lowest bid and meets the all criteria specified in the tender and is qualified to perform the contract satisfactorily
- 23.2 The determination shall take into account the bidders financial, technical and production capabilities as well as such other information as the Purchaser deems necessary and appropriate.

- 23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination.

**24. AWARD CRITERIA**

- 24.1 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.

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

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

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

**27. NOTIFICATION OF AWARD**

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by a letter or by cable that its bid had been accepted, which will be confirmed by the bidder.
- 27.2 The notification of award will constitute the formation of the contract

**29. DELAYS IN DELIVERY OF GOODS**

- 29.1 Delivery of the Goods shall be made by the Supplier within 30 days from the date of placing the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.
- 29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty subject to terms specified in the tender and purchase order, unless an extension of time is agreed upon pursuant to

agreement without the application of liquidated damages.

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

### **30 PAYMENT TERMS**

#### **30.1 Supply Part**

- a) 50% within 30days on documentary proof of invoiced items on Pro-Rata basis, Goods Receipt Certificate at respective Hospitals in Kerala State.
- b) 40% after Testing, Commissioning and Handing Over of the item and Warranty Certificates.
- c) 10% after Testing, Commissioning and Handing Over of the complete system against Performance Bank Guarantee for equal value from a nationalized bank valid for a period of ONE year.
- d) Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.
- e) Payment shall be made in Indian Rupees
- f) No advance payment is payable.

#### **30.2 Service Part (as Applicable)**

100% after Testing, Commissioning and Handing Over of the complete system at the Hospitals against Performance Bank Guarantee valid for a period of ONE year.

30.3 Test Reports (as applicable) are to be forwarded along with the original invoices.

#### **30.4 Payment for Annual Comprehensive Maintenance Contract Charges:**

30.5 The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee. No advance payment is payable.

### **31. TAXES AND DUTIES**

- 31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery and handing over of the contracted Goods to the Purchaser.

## SECTION III

# GENERAL CONDITIONS OF CONTRACT

IFB No: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019

### 1. DEFINITIONS

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

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier 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 Supplier 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 the Purchaser under 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, provision of technical assistance, training and other obligations of the Supplier 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) “The Purchaser” means the Organization purchasing the Goods.
- (h) “The Supplier” means the individual or firm supplying the Goods under this Contract;
- (i) “Day” means calendar day.
- (j) “Delivery period” means the period applicable upto completion of supply; installation and testing by the supplier at the required location mentioned in purchase order and accepted by the Purchaser.
- (k) **“Earnest Money Deposit” (EMD) means Bid Security / monetary or financial guarantee to be furnished by a tenderer along with its tender.**

### 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.

4. Deleted

## **5. PATENT RIGHTS**

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

## **6. INSPECTION AND TESTS**

6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Purchaser shall notify the Supplier in writing of such inspection/test.

6.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. The Supplier or its subcontractor(s), shall extend all reasonable facilities and assistance at no charge to the Purchaser.

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

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

## **7. PACKING AND TRANSPORTATION**

7.1 The packing and transportation, insurance, delivery and up to handing over the item to the purchaser/hospital shall be at the cost and responsibility of the supplier.

## **8 DELIVERY AND DOCUMENTS**

8.1 **Delivery destination** (for present estimated requirement) **is at SECTION XI.** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the purchase order by the Purchaser.

9 Deleted

## **10. INCIDENTAL SERVICES**

10.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in the tender;

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of detailed operations and maintenance manual for each product

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

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

## **11 SPARE PARTS**

- 11.1 As specified in the tender the Supplier may be required to provide any or all of the information pertaining to spare parts manufactured or distributed by the Supplier:.

Supplier 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 without affecting the performance of equipment

## **12. WARRANTY**

- 12.1 The Supplier shall warrant that the Goods supplied under this Contract are new and not having any defect arising from design, materials or workmanship.
- 12.2 This warranty shall remain valid for **one year** after the Goods or any portion thereof as the case may be, have been delivered to and finally accepted at the destination
- 12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
- 12.6 **Successful tenderer have to furnish security deposit/Performance Bank Guarantee for 10% of Order value/contract value.**

## **13. Deleted**

## **14. FIXED PRICES**

- 14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices agreed by the Supplier and the Purchaser in release of initial Purchase Order.

## **15. CHANGE ORDERS**

- 15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract.
- 15.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **16. Deleted**

## **17. ASSIGNMENT**

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

## **18. SUBCONTRACTS**

- 18.1 The supplier shall notify the Purchaser 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 Supplier from any liability or obligation under the contract.
- 18.2 Sub-contract shall be only for bought-out items and sub-assemblies.

## **19. LIQUIDATED DAMAGES**

- 19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 percentage of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

## **20. TERMINATION BY DEFAULT**

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods.



## **21. FORCE MAJEURE**

- 21.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **22. TERMINATION FOR INSOLVENCY**

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

## **23. RESOLUTION OF DISPUTES**

- 23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator.

In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

- 23 The venue of arbitration shall be the place from where the Contract is issued i.e. Thiruvananthapuram.
- 24 Deleted

## **25. APPLICABLE LAW**

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

## **26. NOTICES**

- 26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other

**IFB NO: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019**

party in writing or by cable and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

- 26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
27. The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

**HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019**

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. WARRANTY (GCC Clause 12)**

Substitute GCC Clause 12.2 by the following:-

- 1.1 This warranty shall remain valid for ONE year after goods have been delivered and accepted at the final destination indicated in the contract.
- 1.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.
- 1.3 Security Deposit: Substitute GCC Clause 12.6 by the following:

Successful tenderer have to furnish security deposit of 10% order value/contract value. EMD will be adjusted against Security Deposit and balance amount of Security Deposit has to be deposited for release of final payment. Security Deposit may be deposited in the form of Performance Bank Guarantee also.

#### **2. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):**

- 2.1 During CMC period, any major repair pointed out by the Purchaser shall be rectified by the Supplier, on intimation, within 8 hours of the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.
- 2.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 1 year.
- 2.3 The Supplier shall also indicate separately post guarantee maintenance cost (CMC) of the entire system for 5 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges, as per SECTION XIII.

- 2.4 During the CMC period, **2 preventive maintenance** has to be carried out by the firm in a year, i.e one preventive maintenance in every 6 months. The minimum gap between any two preventive Maintenance should be atleast 150 to 180 days.
- 2.5 The firm should also attend any number of breakdown calls as and when required. All breakdown calls shall be attended to immediately not later than 8 hours of call and all major repairs shall be rectified within 3 calendar days from the date of intimation.
- 2.6 For the equipment, periodical preventive maintenance and breakdown calls including replacement of defective spares shall be attended by you at free of cost to maintain the 95% uptime guarantee and the maximum time permitted for restoration, during the warranty period and CMC period.
- 2.7 In the event of the downtime exceeding the prescribed maximum period, the warranty period will be accordingly extended and the effective date of commencement CMC will be shifted accordingly.
- 2.8 The bidder should ensure availability of spares for the period of atleast 8 years from the date of installation of equipment.
3. ENCLOSURES TO BID:
- 3.1 Technical bid (Cover A):
- Technical Bid shall include duly filled up Tender documents along with
- a) **Bid Security amount / EMD in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.**
  - b) Duly attested copy of License, approved by the concerned Licensing Authority.
  - c) **Documentary evidence of constitution of firm such as copies Registration certificate/ Licenses etc., with details of Name, Address, Tele. No., Fax No., E-mail Address of Firm and Contact person.**
  - d) Authorization of senior responsible officer of the Company to transact business.
  - e) Authorization letter from manufacturer to do business in the Kerala State.
  - f) Annual turnover statement for last three years certified by the Auditor.
  - g) Copies of Balance Sheet and Profit & Loss Account for two years certified by the Auditors.
  - i) Qualification Criteria
  - j) Performance Statement - Section VII
  - k) Technical literature and other documents in support of the goods / services.
  - l) Specification compliance statement

- m) Letter confirming availability of spare parts for atleast 8 years and sales service facility in India.
- o) Duly filled check list as per Section – XIII
- p) Copy of the receipt against the purchase of tender document / DD towards cost of tender.
- q) Tender document with sign and seal in all the pages.

**3.2 Price Bid (Cover B): (Price bid shall include)**

- a) Duly filled in Price Schedule - SECTION XII
- b) Bid Form – Section X
- c) The comprehensive annual maintenance charges for a period of 5 years subsequent to free guarantee maintenance period of 1 year along with probable cost of spare parts, as per SECTION XII.

Any **Conditional Price** from the bidder may be rejected.

**SECTION V  
TECHNICAL SPECIFICATIONS**

**1. DIESEL GENERATOR SET FULLY AUTOMATIC WITH AMF PANEL (40KVA)**

- Full DG set should be MCB with Acoustic enclosure as per CPCB norms.
- 40KVA DG SET Should comprising of sound proof Engine, with standard fitted accessories coupled with alternator, diesel tank, starting battery with leads, and AMF control panel.
- Engine should be reputed make like Kirloskar / Ashok Leyland / Cummins / Mahindra / Escort or equivalent brand and make
- It should be silent D.G Set with Acoustic Enclosure.
- Standard AMF control panel should fitted in factory, should not assemble outside factory.
- DG set should have CPCB, approved systems.
- Engine should be Water-cooled / Air cooled, with 4 Stroke / 3 Stroke cylinders with electronic speed governor.
- Safety Key lock to prevent unauthorized use.

	<b>Unit</b>	
Power Rating	KVA	40Approx.
Fuel Tank Capacity approx.	Liters	100
System Dc Voltage	V	12
Aspiration		T/C
Battery Capacity	AH	99
No. of cylinders		4/In-line
Governor used		Electronic

- DG set should be supplied with all standard accessories and fixing and fitting with laying:
- All are direct injection type, liquid cooled (with radiator) inline engines.
- All are fitted with engine tripping facility for low lube oil pressure and high water temperature.

- All are provided with emergency trip on canopy
- All rotate anti clock wise when viewed from alternator end
- Cables are 3½ / 4 core armoured aluminum
- Alternators shall be Brushless type
- Rating figure as per BS 5514 / ISO 3046 / ISO 8528
- Figures are as per standard reference conditions.
- Supplied DG Set with all standard accessories and fixing and fitting with laying and loading.
- Unloading at proposed site
- Supplied with DG Set commissioning, cabling, platform foundation, earthlings, tress work approval.
- Minimum 50 Liters of Diesel shall be filled at the time of installation and commissioning by the supplier.
- In warranty period supplier/bidder should bring all the consumable like oil filters, diesel filters and battery consumables and engine coolant for preventive maintenance and it should be free.
- User manual with trouble shooting guidance in English.
- Installation and Training at end-user site.

**SECTION VII**

**PROFORMA FOR EQUIPMENT AND TENDERER**

IFB No: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DTD 14/01/2019  
**(Please attach detailed proforma incorporating the information given below)**

BID NO.....			
DATE OF OPENING.....			
	NAME AND ADDRESS OF THE BIDDER	..... ..... ..... .....	
	(a) PAN No :		(b). ECC Code:
	(c) IEC if applicable:		(d) GST No:
	Telephone No: (Office/ Factory)		
	Fax No. (Office/ Factory)		
	e-mail address		
	Name & Full address of the Manufacturer ( in case the tenderer is other than manufacturer):		
	Whether Goods are tested to any standard specification?	YES / NO	
	If “YES”, Please specify (copies of test certificates may be submitted along with tender.)		
	Any other details :		

**SECTION VIII (a)**



**PROFORMA FOR PERFORMANCE STATEMENT**

(for a period of last 3 years)

IFB No: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DT 14/01/2019

Name of the Tenderer :.....

Order Received from (Name & Address of Purchaser)	Description Of ordered item	Quantity	Whether attached performance certificate received from the purchaser along with the tender

**PLACE:**

**DATE:**

**NAME AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)**

**SECTION VIII (b)**

**HLL LIFECARE LIMITED**

**Akkulam Factory**

**THIRUVANANTHAPURAM-695017**

**IFB No: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DTD 14/01/2019**

**INDEMINITY CLAUSE**

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. 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:  
DATE:**

**NAME AND SIGNATURE OF THE APPLICANT  
(WITH OFFICE SEAL)**

**SECTION VIII (C)**

**HLL LIFECARE LIMITED**

**Akkulam Factory  
THIRUVANANTHAPURAM-695017**

**HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05**

**DTD: 14/01/2019**

**DECLARATION**

I / WE, The Bidder undertake, we shall execute, with in the purview of the contract, all the works and activities includes; transportation, loading, unloading and other technical work for the installation of DG, related to DG Set installation at the designated site as per the contract / purchase order, at **Kerala**.

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

**SEAL OF THE TENDERER**

**SIGNATURE  
NAME AND ADDRESS OF TENDERER**

**PART B**

**SECTION IX**

**PRICE BID FORM**

**IFB No: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DT 14/01/2019**

Date :.....

To:

**HLL Lifecare Limited,  
Akkulam Factory,  
Sreekariam P.O.  
Thiruvananthapuram - 17**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

(Description of Goods and Services) 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 Schedule of 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 \_\_\_\_\_

SECTION X

**PRICE SCHEDULE**  
**(Price Bid Format)**

Generator (DG) Set 40 KVA with **Auto Main Failure (AMF)** Control Panel

1	2	3	4	5	6	7	8
Sl No	Description	Qty	Basic Rate in Rs.	Insurance & Freight FOR Delivery destination (Kerala)	GST (%)	GST Amount in Rs.	Total Amount [3X(4+5+7)]
<b>I</b>	<b>SUPPLY PART</b> Generator (DG) Set 40 KVA with <b>Auto Main Failure (AMF)</b> Control Panel						
1	Engine (As per Tender Specification)						
2	Alternator (As per Tender Specification)						
3	Control Panel (As per Tender Specification)						
4	Acoustic Enclose (As per Tender Specification)						
5	Diesel Tank (As per Tender Specification)						
6	Battery (As per Tender Specification)						
7	Others if any (Pls Specify)						
<b>II</b>	<b>SERVICE PART</b>						
10	Erection, Testing and Commissioning of the System						
11	Others if any (Pls Specify)						
12	Others if any (Pls Specify)						
	<b>TOTAL</b>						

(Amount in Rs. ....)

**Delivery schedule : strictly within 15 days from the date of order**

Place : Seal of the Tenderer Signature of the Tenderer :  
Date : Name of the Tenderer :

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

2) Bidders should bid for the entire quantity asked by the purchaser in the tender document. Bidding for part quantity for any equipment will not be considered.

SECTION XI

CMC Price Schedule

**PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

Generator (DG) Set 40 KVA with **Auto Main Failure (AMF)** Control Panel

S. No.	CAMC	Qty	Generator (DG) Set 40 KVA with <b>Auto Main Failure (AMF)</b> Control Panel			
			Basic CAMC Rate per unit in Rs.	GST %	GST Amt in Rs.	Total rate in Rs.
1	1 <sup>st</sup> year	1				
2	2 <sup>nd</sup> year	1				
3	3 <sup>rd</sup> year	1				
4	4 <sup>th</sup> year	1				
5	5 <sup>th</sup> year	1				

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on early basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document
6. All software updates should be provided free of cost during CMC period.
7. The stipulations in Technical Specification will supersede above provisions

**IFB NO: HLL/AFT-CMO/KL-EQP (MNK)/DG/2018-19/05 DATED 14/01/2019**

8. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Signature of Tenderer :                      Name:                      Address                      :                      Seal of the Tenderer

Scope of Contract: No of Visit (during the contract period)

a) Preventive maintenance visit:..... b) Break down maintenance visit:.....

“CMC” Comprehensive maintenance Contract includes; 1 abors, spare and preventive & break down maintenance.

Note: Bidders should offer AMC for the entire quantity asked by the purchaser in the tender document.  
Part AMC for part quantity for any equipment will not be considered.

Seal and Signature of the bidder

Place :

Date : :

**SECTION XII  
CHECK LIST**

<b>Sl. No.</b>	<b>Documents</b>	<b>Page No.</b>	<b>Remarks</b>
1	Bid Security in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram		
3	Market standing certificate to prove that the bidder manufactures the quoted items for the past three years		
4	Duly attested copy of factory license/ Industrial license		
5	Duly attested copy of GST registration certificate		
6	Duly attested copy of document to prove the legal status, place of registration and principal place of business of the undertaking		
7	Duly attested copies of quality certificates for the products and quality system certifications		
8	Copy of Balance sheet for the past three financial years, duly certified by a chartered accountant		
9	Copy of Profit & Loss Account for three years certified by chartered accountant		
10	Duly filled proforma for Equipment and Tenderer as per section VII		
11	Proforma for Performance Statement (for a period of last three years) as per Section VIII		
12	Self attested statement showing financial capability necessary to perform the Contract		
14	Client's Certificate as per Section VI		
15	Product brochure literature, write up etc.		
16	Item-by-item commentary (compliance statement) on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications		
17	The letter of authorization indicated by written power-of-attorney		
18	The letter of authorization from manufacturer to do business in Kerala state		
19	Spare parts and after sales service facilities in India		
20	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		
21	Annual turnover statement for last three years certified by the Auditor		
22	List of items quoted (without prices)		
23	Signed tender document with seal in all the pages		