HLL LIFECARE LIMITED (A Government of India Enterprise) CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O, THIRUVANANTHAPURAM-695017

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INVITATION FOR BIDS (TECHNICAL BID)

FOR

Tender for Purchasing of Flash purification system

AT

CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O. THIRUVANANTHAPURAM – 695 017

HLL LIFECARE LIMITED

(A Government of India Enterprise) Corporate R & D Centre, Akkulam, Sreekariyam P.O. Thiruvananthapuram - 695017

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14 20th February 2014

TENDER NOTICE

Sub:- Purchasing of Flash purification system

Sealed and super scribed tenders under two bid systems are invited from manufacture(s)/Authorized Agent(s) for the purchase of Flash purification system at HLL Lifecare Ltd, Corporate R&D Centre, Akkulam, Sreekariyam P.O., Thiruvananthapuram – 695 017.

Name of the Item	Quatity	Tender No:	Date & Time of Opening of Technical bids
Flash purification system	01 No.	: HLL/CRD/PUR/TENDER/2013-14/14 dated 20 th February 2014	07/03/2014 at 04:30 pm (Local Time)

The detailed Tender Notice and tender documents can be downloaded from our website www.lifecarehll.com. Amendments if any to this tender notice will be published only in our website.

The last date for the tender is 07th March 2014, 04.00 pm (Local Time).

HEAD(R&D)

Ph No.: +91 471 277 4700 Fax No: +91 471 277 4707 Email: crdc@lifecarehll.com

HLL LIFECARE LIMITED

Corporate R & D Centre, Akkulam, Thiruvananthapuram - 695017

CONTENTS OF BIDDING DOCUMENTS

SN	Schedule	Description	Page No	
	PART – I			
		(Technical Bid)		
1.		Instruction to bidders	4-7	
2.	Schedule - A	Specification	8-9	
3.	Schedule - B	Minimum eligibility criteria for qualifying in the technical bid	10	
4.	Schedule -C	Qualification criteria	11	
5.	Schedule - D	Questionnaire	12-13	
6.	Schedule - E	Terms & conditions	14-20	
7.	Schedule - F	Indeminity clause	21	
8.	Schedule - G	Declaration	22	
PART – II				
(Price Bid)				
9.	Schedule - G	Price Bid	24	

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

I - INSTRUCTIONS TO BIDDERS

- 1. The Bid is intended to procure material as per specification in Schedule A. The scope of vendor would be to comply with the enclosed URS Plan, supply, execute commission & validate the system as per URS.
- 2. Quote for the unit against the URS, along with all options. The price to include all spare parts; documentation; packing; freight charges; start-up & commissioning; complete qualification package (DQ, IQ, OQ and PQ (Wherever applicable) and training and charges whatsoever required completing the task in all respects to ensure the equipment operation is in accordance with the requirements of design documents.
- 3. This is a two Bid system comprising of:
 - a) Technical Bid
- b) Price Bid
- 4. A complete set of bid documents can be down loaded from our Website www.lifecarehll.com and cost of the Tender Documents of Rs.300.00 (DD Only – in favour of 'HLL LIFECARE LIMITED' payable at 'THIRUVANANTHAPURAM') should be furnished along with Technical Bid.
- 5. Both the Bids shall be submitted in sealed covers separately. Tender Nos. of the Technical Bid and Price Bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the respective Tender No. mentioned thereon, complete in all respect, addressed to the HEAD(R&D), Corporate R & D, HLL Lifecare Limited, Akkulam, Sreekariyam P.O. Thiruvananthapuram – 695017, Kerala, India should reach us on or before the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay. Tender brought to the office after prescribed time will not be accepted. In both envelops (Technical Bid and Price Bid) the bids tender name should be enclosed in separate envelops.
- 6. Tenders should be submitted in sealed cover properly sealed by sealing wax/packing PVC tape. Covers, which are closed by gum or staples only, will not be considered.
- 7. HLL Lifecare Limited, Corporate R & D centre has not registered with Sales Tax Authority, hence don't have Tax Payer's Identification Number (TIN) / CST No. So the sales taxes will be applicable as per the VAT rules / CST rules (without 'C form). No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc. For dispatching purpose, Form 16 (as per KVAT rules) will be issued upon request.
- 8. a) The last date of receipt of Techno-commercial Bid is: 07th March 2014 at 04:00 pm (Local Time)

Technical Bid opening details: -

Venue : Conference Hall, Corporate R &D Centre, Akkulam, Thiruvananthapuram.
Date & Time : 07th March 2014, 04:30 pm i)

ii)

Page 2of 4

- 9. In the event of the date mentioned above being declared subsequently as holiday for the Corporate R & D Centre, the due date for submission and opening of bids will be the next working day at the same venue and time.
- 10. Means of communication: E-mail messages and facsimiles (fax) may be used for communication as alternatives to traditional letters and telephone conversations.
- 11. The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- 12. The Purchaser may, at its discretion, extend the date & time for the submission of bids by amending the bid documents in which case, all rights & obligations of the Purchaser & bidders shall the subject to the extended date & time. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the Tender documents by issuing suitable amendment(s) to it will be will be notified in the website of www.lifecarehll.com / The interested parties are advised to regularly visit the website for further updates.
- 13. The purchaser has right to waive the tender clauses at any time.
- 14. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 15. Bids received after the deadline for submission shall not be considered. HLL will not be responsible for any delay in transit of tenders sent by post.
- 16. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 17. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid. Any clarification required will have to be obtained within 5 days prior to the Date of opening of the Technical Bid.
- 18. A Declaration as given in **Schedule E** stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.
- 19. The Price Bid of those Tenderers who do not qualify in the Technical Bid will be returned unopened. For the technically qualified tenderer will be informed through e mail one day (24 hours) before the price bid opening.
- 20. If a Tender is not substantially responsive (Non-Responsive), it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

- 21. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non responsive and will be summarily ignored. A non-responsive tender is one which deviates technically or commercially from any specific provision in the tender enquiry.
- 22. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with NSIC). The EMD should be furnished in the name of "HLL Lifecare Limited, payable at Thiruvananthapuram" from any nationalised bank or scheduled bank, but not cooperative banks. In case of bank guarantee, the same is to be provided from any scheduled nationalized bank in India or as per the HLL format (available on request) and the period of bank guarantee will be for 60 days, if the tender awarded the validity will be extended upto installation and satisfactory working.

In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank or scheduled bank, but not cooperative banks in India by way of back-to-back counter guarantee.

Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

Earnest money deposit (EMD) for disqualified and non L1 tenderers will be return after awarding purchase order. For the L1 tenderer the EMD will be return after successful installation, satisfactory working and receipt of 10% performance bank gurantee confirmation from the respective bank.

- 23. The following are some of the important aspects, for which a tender may be declared **non responsive** and will be summarily ignored; '
 - (a) Tender form as per Schedule B, C, D, E, F & G (signed and stamped) not enclosed
 - (b) Tender is unsigned.
 - (c) Tender validity is shorter than the required period.
 - (d) Required EMD (Amount, validity etc.) / exemption documents have not been provided.
 - (e) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Schedule B, 2:C.
 - (f) Goods offered are not meeting the tender enquiry specification.
 - (g) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

- (h) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (i) Poor/ unsatisfactory past performance.
- (j) Tenderer has not agreed to give the required performance security.
- 24. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 25. The tenderer has to supply and install the equipment with in the stipulated time period as mentioned in tender document Schedule D Clause 4. If any delay in supply of equipment, the tenderer will impose a penalty @0.5% value of the material per week of delay subject to a maximum of 7.5% of the contract value (contract value inclusive of all taxes, duties, transportation, discounts etc.).
- 26. In case the Tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price bid' opening.
- 27. Those bidders who download the tender documents from our website should furnish the Name and address of the vendor, name of contact person, telephone & Fax numbers and Email details immediately by fax/Email.
- 28. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.
- 29. Any changes pertains to this tender shall be communicated only through our website www.lifecarehll.com

SCHEDULE- A Page 1 of 2

HLL LIFECARE LIMITED

Corporate R & D Centre, Akkulam, Thiruvananthapuram S- 695017 Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

Details of Flash purification system

EMD amount (Rs.) : 50,000.00 (DD Only – in favour of 'HLL LIFECARE LIMITED' payable at 'THIRUVANANTHAPURAM')

DESCRIPTION

TECHNICAL SPECIFICATION

- Compact bench top model.
- Capable of computer controlled delivery of four solvents for binary gradient mode and isocratic mode, 2 step Gradient and Rf gradient.
- Solvent flow rate: 1 to 80 mL/min or more.
- Pumping system with pumping capacity of 10 Bars/ 145 psi or more.
- The system to have the facility to use Inject / sample loading column with pre packed adsorbent to trap high polar solvent without affecting the sample separation.
- Variable wavelength UV -VIS detector range from 190- 600 nm or above. The detector should have detection range of 0.04 to 4 AUFS and facility to connect to an additional external detector, ELSD or RI
- Automatic fraction collection. Fraction tracking facility with peak to tube graphical interface. System supplied with Racks for 18x150 mm test tubes (2 no's) and Racks for 25x200 mm test tubes (2 no's)
- The system should have TLC Image Reader & software should have facility to connect the TLC Image Reader and calculate the Rf value and create the chromatography method automatically.
- Computer control/Touch-screen controlled software for operation of the machine.
- The system/software should have Gradient Optimization by Automatic Method Setup where TLC Rf value and solvent mixture ratio are to be input, and sample to be eluted at minimum amount of solvent.
- On-screen method development, Real-time control, column size & media sensing, fraction collection control & method scale up feature and real time monitor of the line pressure. The software to calculate the sample loading capacity to each column or select the columns to the available sample based on Rf value.
- Safety features like automatic stop of flow if collection tray is full or unavailable, pressure moderating system.
- Operating voltage: 230V/50Hz
- The system and software have facility to connect 2 columns in Series/ Tandem Mode to separate the very close TLC spot compound and to increase the sample loading capacity and set the method automatically.

- The System has capable to use from 4 gm to 300gm Disposable pre packed Silica / RP Columns. Pre packed Silica columns having different dimensions supplied by the principal manufacturer should be quoted under optional accessories.
- Following empty self-packing glass including Teflon adapter (plug) with lock nut and filters should be provided
- Column with ID X Length 30 mm X 500mm 1 no.
- Column with ID X Length 30 mm X 200mm 1 no.
- Column with ID X Length 20 mm X 600mm 1 no.
- Column with ID X Length 20 mm X 300mm 1 no
- Column with ID X Length 15 mm X 900mm 1 no
- Column with ID X Length 15 mm X 300mm 1 no
- The ELSD detector to be quoted as a separate module as optional not an integrated Detector.
- One year replacement warranty.

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

Minimum Eligibility Criteria for qualifying in the Technical Bid

PRE-QUALIFICATION CONDITIONS (MINIMUM ELIGIBILITY CRITERIA)

2. a. Are you a manufacturer? : Yes/ No	
b. Are you an authorized agent? : Yes /No	
c. In the case of authorized agent, following documing i. Letter confirming the agency from the Manufacture	<u>=</u>
ii. Letter from the manufacturer that they also agre this tender.	ee to abide by all the terms and conditions of
3. What is your annual production/ process capacit	ty? :
4. Do you have in house testing facility to check HI parameters?	LL's: Yes/ No
5. Do you have previous experience	: Yes/No
All the information provided herein is true and corre	ect.
Place:	Name and Signature of the Tenderer (With Office Seal)
Duic.	(With Office Scal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14 Minimum Eligibility Criteria for qualifying in the Technical Bid

QUALIFICATION CRITERIA

a) The firm should have proven and demonstrable experience in supply and installation of equipments vaccines for the last three years.

b)		e firm must have supplied, installed and com last three years.	missioned at least 5 such equipments during
c)	Net worth of the company should be positive during the last three financial years.		
d) What is your average annual invoiced sales value (based on past previous 3 year's re			e (based on past previous 3 year's records)
	a)	Year 1	:
	b)	Year 2	:
	c)	Year 3	:
	(Masido (Do a) b)	nnual Turnover of the Firm/ company: Must be minimum 10 times that of the eration.) ocumentary evidence (duly signed & stamped Financial Year 2010-2011 Financial Year 2011-2012 Financial Year 2012-2013	
	lder	rs are to submit copy of valid current Income which their offer may be liable to be rejected	Tax Return submitted, Sales Tax Registration
Pla Da	ice: te:		Name and Signature of the Tenderer (With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

QUESTIONNAIRE

(General information of the tenderer)

1.	Name & Address of the tenderer with :
	 (a) Telephone No. (b) Fax No. (c) E – mail Address (d) Name of the contact person (e) Whether proprietor / partnership / Limited company.
2.	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
3.	If your manufacturer, how many years : have you been in the business of manufacturing of the equipment as per the HLL specification enclosed
4.	What would be the minimum period : required to deliver the machine from the date of confirmed Purchase order?
5.	Have you been a tenderer / manufacturer, : if so details of the name, address, quantity and values of orders received and executed during last three years? (Attach separate sheet)

6.	What is your Annual Turn Over during the last 3 years?	:
7.	What is your :-	:
	a) CST No	:
	b) VAT NO /TIN NO	:
	c) Central Excise Registration No:	:
	d) PAN No	:
8.	Bank details for returning of EMD	
	(Indian Tenderer)	
	Name of the tenderer as per Bank Account	:
	Name of the Bank	:
	Branch Name	:
	Acount No.	:
	IFSC Code	:
	(Foreign Tenderer)	
	Name of the tenderer as per Bank Account	:
	Name of the Bank	:
	Branch Name	:
	Acount No.	:
	ABA	:
	SWIFT	:
0		
9.	Any other details	:
All the	e information provided herein is true & corre	ct.
Place: Date:		Name and Signature of the Tenderer (With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

TERMS & CONDITIONS

- 1. The tender should be completed in all respects; incomplete tenders are liable to be rejected.
- **2.** Unsealed tenders received are liable to be rejected and this will be at the sole risk of the tenderers.

3. Supply

The successful tenderer will have to done the supply and successful working within the stipulated delivery time mentioned in the Purchase order. As a token of acceptance, the tenderer should submit the duplicate copy of purchase order with signature of authorized person and offical seal with in 07 working days.

4. Period of validity of tender

The tender will remain open for acceptance for 90 days from the date of opening of the tender.

5. Termination of Contracts:

- i) In case, after issue of a firm order, the successful tenderer fails to supply the item as per the specified quality and the required quantity according to the Delivery Schedule as given in the purchase Order, and even fails to supply the equipment within the extended period if any given in writing by HLL Lifecare Limited, Thiruvananthapuram, it will be within HLL's full rights to terminate the contract by giving a notice of 21 days in writing sent by Registered courier to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice.
- ii). In such cases, the Security Deposit of the successful tenderer will be refunded soon on getting a demand from the tenderer. The HLL Lifecare Limited, will not be liable for payment of any compensation for any loss that the contractor may be put to or alleged to have been put to on account of such termination.
- **6.** In case of notice sent by registered post/ courier to the address recorded in the office as per clause 5 (i) & (ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 22nd day of dispatch of the notice.
- **7.** HLL Lifecare Limited, will have the full right to reject any or all the tenders without assigning any reason whatsoever. The HLL Lifecare Limited, also reserves the right to award the contract with more than one contractor.

8. PRICE

Price: The tenderer has to quote the rate for supply of the item as per unit as given in the tender. Statutory levies if any such as Excise Duties, Sales Tax, VAT/CST etc. should be shown separately. Rates quoted should be strictly as per HLL's format-Schedule-G (Price Bid)

Price variation: Rate quoted shall be firm and valid for a period of one year from the date of opening of the tender. The benefit of reduction of statutory levies should be passed on to the purchaser.

9. Bid Opening:

The bids shall be opened on date and time as specified, in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening.

The Technical Bid will be opened on the prescribed tender opening date and time. The Price Bid will be opened on a later date, which will be made known to all qualified bidders (Technically qualified), after technical bid evaluation has been completed.

The bids, which are found as substantially responsive in the technical evaluation and comply with the entire requirement, shall only be considered for Price Bid opening. The Price Bid (price schedule) submitted by such tenderers whose technical bid have been considered as technically unacceptable on the basis of evaluation, will not be opened.

10. RELEASE OF PURCHASE ORDER

The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable.

During the period of contract, if so desired by the purchaser, the tenderer (s) premises shall be visited by the purchaser for inspection/evaluation.

11. PAYMENT TERMS:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

a) Domestic supply

- 1) 100 % of the contract value shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

- (ii) Acceptance by concerned authority of HLL Lifecare Limited.
- (iii) Two copies of packing list identifying contents of each package;
- (vi) Installation certificate
- (v) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation etc.) and confirmationa of bank guarantee from the respective bank. The validity should be 12 months from date of installation.

or

- 2) As pe the request from the tenderer, 90% of the contract value shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Acceptance by concerned authority of HLL Lifecare Limited.
- (iii) Two copies of packing list identifying contents of each package;
- (vi) Installation certificate
- (v) Balance 10% contract amount after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confrimation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

b) Import supply

Payment against Imported goods shall be made in the currency as specified in the price bid and contract in the following manner:

- 1) For 100 % payment of the contract value (Including all taxes, duties, transportation, discounts etc.) shall be paid on receipt of goods in good condition as well as proper installtion and upon the submission of the following documents within 30 days.
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Copy of the Bill of Lading/ Airway bill.
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Certificate of origin by the chamber of commerce of the concerned country;
- (vi) Acceptance by concerned authority of HLL Lifecare Limited.
- (vii) Installation certificate.

- (viii) A performance bank guarantee (as per HLL format) of 10% of the contract value (Including all taxes, duties, transportation, discounts etc.) and confirmationa of bank guarantee from the respective bank. The validity should be 12 months from date of installation.
- 2) For 90% payment of the contract value (Including all taxes, duties, transportation etc.) as per the request from the tenderer shall be paid on reciept of the above mentioned doucments except 10% performance bank guarantee. For the balance 10% of the contract value after providing Performance bank guarantee (valid for 12 months from date of installation) in th HLL prescribed format and the confrimation of PBG from the respective bank or if 10% PBG is not submitting the amount will be paid one year after installation.
- 3) For 100% advance payment of the contract value, the tenderer should provide 100% supply bank guarantee prescribed in HLL format along with 10% PBG of the contract value (Including all taxes, duties, transportation etc.) & confirmation from respective bank and perform invoice. The validity of the supply bank guarantee should be minimum 05 months or upto installation period and validity of PBG should be 18 months.

12. WARRANTY

Period of warranty shall be 12 months from date of installtion of equipment as certified jointly by the tenderer and the Purchaser.

During Warranty period, the supplier is required to visit consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period.

13. COMPREHENSIVE MAINTENANCE CONTRACT

The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service / operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service / operational manual, but at least once in six months during the CMC period.

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.

Cost of CMC will be added for Ranking/Evaluation purpose.

All software updates should be provided free of cost during CMC

14. SPARE PARTS

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

15. Insurance

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the consignee.
- ii) In case of supply of the imported goods on CIP (Carriage and Insurance Paid) Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will get extended by the supplier at their cost till the successful installation, testing, commissioning, qualification and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

16. TECHNICAL EVALUATION OF FIRST STAGE BIDS (Techincal bid opening)

The purchaser will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirement set forth in the bidding documents. In order to reach such a determination, the bidder will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the following factors.

Overall completeness and compliance with the Technical Specification, quality function and operation of any process control concept included in the bid.

For any clarification regarding technical aspects, specificatin of the equipment or queries with technical bid will be commuicate through e mail which has to be clarify atleast within time. Minimum time limit is 24 hours from e mail / fax sending time. If the clarification has not received (through e mail / fax) within 24 hours, it should be considered as disqualified.

Any other relevant technical factors that the bidder deems necessary to take into consideration. Any deviation to the contractual provisions stipulated in the bidding documents should be mentioned in the technical bid document.

17. OPENING AND EVALUATION OF SECOND STAGE BIDS (Price bid opening)

The purchaser will open the price bids of only those who qualify in the Technical Bid evaluation. The venue, date and time of opening of price bids will be intimated to the technically qualified bidders at least before 24 hours through e mail.

The bidder's names, the bid price and any such other details as the purchaser considers appropriate, will be announced by the purchaser at the price bid opening.

Bids not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

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

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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

19. OPERATIONAL ACCEPTANCE:

Performance Test: The performance test shall be conducted by the tenderer during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees.

Operational Acceptance: Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performance is met.

20. Mode of Transport:

- a) Transportation of domestic goods including goods already imported by the tenderer to be done by the tenderer himself and the goods to be delivered at the site of the consignee at his own risk and cost.
- **b)** Instructions for transportation of imported goods offered from abroad: The tenderer shall not make part-shipments and/or transhipment without the express/prior written consent of the purchaser. The tenderer is required under the contract to deliver the goods under Delivery Duty Paid (DDP) at consignee site.
- c) Despatch documents like delivery note/ challan, packing list and invoice should be intimated immediately with the LR No/Shipping Bill No/Air way Bill No/Bill of Lading etc.
- **21.** The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the courts of Thiruvananthapuram, Kerala State, India.
- 22. "Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties" in case the matter is referred for arbitration.
- 23. The decision of HLL will be final and no correspondence on this shall be entertained.
- **24.** THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH THE FIRST LOWEST RESPONSIVE BIDDER.

HEAD(R&D)

Ph No.: +91 471 277 4700 Fax No.: +91 471 277 4707 Email: crdc@lifecarehll.com

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

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 purchase order, the supplier shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of equipment at agreed quantity and rate with in the time specified in the purchase order. The company will initiate legal action if the supplier fails to execute the purchase order as per the schedule in the purchase order for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the conditions stipulated in the Purchase order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

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

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

Place:	Name and Signature of the Tenderer
Date:	(With Office Seal)

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

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 Tenderer

Signature
Name and Address of the Tenderer

HLL LIFECARE LIMITED

(A Government of India Enterprise) CORPORATE R & D CENTRE, AKKULAM, SREEKARIYAM P.O, THIRUVANANTHAPURAM-695017

Email: crdc@lifecarehll.com
Website: www.lifecarehll.com
PH: +91 471 277 4700
FAX: +91 471 277 4707



FOR

 $\begin{array}{c} \textbf{Tender for Purchasing of Flash Purification System} \\ \textbf{AT} \end{array}$

CORPORATE R & D CENTRE, HLL LIFECARE LIMITED, AKKULAM, SREEKARIYAM P.O. THIRUVANANTHAPURAM – 695 017

Tender No.: HLL/CRD/PUR/TENDER/2013-14/14

SN	Item Description		Amount (Rs.)
i.	Total Basic Price		
ii.	Excise Duty		
iii.	Taxes		
iv.	Others if any		
	Total (Rs.)		
** Detaile	d split up rates should be attached seperat	ely	
VALIDITY	: ONE YEAR FROM THE DATE OF OPENING	G OF PRICE BI	D
Statutory le Any other F			
Certified the asked for.	at the rate quoted will hold good for one year du	ring which perio	od no upward revision will be
NAME OF	Tenderer:		
Place: Date:		Address and	Signature of the Tenderer (With Office Seal)

A. Part A -