#### तिरुवनन्तपुरम THIRUVANANTHAPURAM-695 005

PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

#### **TENDER NOTICE**

एचएलएल लाइफकेयर लिमिटेड के बलरामपुरा फैक्ट्री को कंडोम स्ट्रिप्स की पैकिंग के लिए फ्लो रैप मशीन किराए पर/किराए के आधार पर उपलब्ध कराने के लिए सीमित एकल बोली प्रणाली आमंत्रित की जाती है।

Limited single bid system is invited for providing Flow wrap machine for packing condom strips to Balaramapuram Factory of HLL Lifecare Ltd, Trivandrum on Hire / Rental basis.

बोली प्रस्तूत करने की अंतिम तिथि और समय:

Last date and time for submission of bid : 27.07.2022; 15:00 Hrs

मूल्य बोली खोलने का दिनांक और समय:

Date and time of Opening Price Bid : 27.07.2022; 15:30 Hrs

Bidders can participate in the tender by paying Rs. 560/- (Inclusive of GST) as Tender Fee and EMD amount of Rs.15,000/-in favour of HLL LIFECARE LIMITED by RTGS/NEFT

MSME units Registered with UDHYOG ADHAAR/UDYAM shall provide their valid registration certificates and units under micro and small category will be exempted from tender fee and EMD amount subject to verification of the registration certificates.

### **GENERAL MANAGER (Commercial)**

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### **CONTENTS OF BID DOCUMENT**

# **BID FORMS**

| SL.NO. | Schedules      | Description                                   | Page.No |
|--------|----------------|---|---------|
| 1.     | SCHEDULE - B   | SPECIFICATION                                 | 5-7     |
| 2.     | SCHEDULE - C   | TERMS & CONDITIONS                            | 8-19    |
| 3.     | SCHEDULE - I   | DECLARATION ACCEPTING<br>TERMS AND CONDITIONS | 20      |
| 4.     | SCHEDULE – I A | BID SECURITY<br>DECLARATION                   | 21      |
| 5.     | SCHEDULE L     | DECLARATION FOR MAKE IN<br>INDIA              | 22      |
| 6.     | SCHEDULE M     | PROFORMA OF AGREEMENT                         | 23-26   |
| 7.     | ANNEXURE- A    | PRICE BID                                     | 27      |
| 8.     | ANNEXURE - B   | DRAWING                                       | 28      |

Bidders are requested to attach following filled, duly signed and sealed documents as attachments:

- 1. Specification of Schedule B
- 2. Indemnity Clause of Schedule C
- 3. Declaration available in Schedule I
- 4. Bid security declaration in Schedule I A
- 5. Declaration for make in India Schedule -L

Bidders are requested to submit hard copy of their price bid at Purchase Department, HLL Peroorkada, TVM\_on or before 27.07.2022, 15.00 Hrs.

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# **INSTRUCTIONS TO BIDDERS**

- 1. The Bid is intended for providing Flow wrap machine for packing condom strips to Balaramapuram Factory of HLL Lifecare Ltd on Hire / Rental basis.
- Earnest Money Deposit of Rs. 15,000 in the form of a RTGS/NEFT of a scheduled bank issued in favour of HLL Lifecare Limited, Thiruvananthapuram, Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank:State Bank of IndiaA/c number:0030307535628IFSC Code:SBIN0004350Branch name:Commercial Branch,Thycaud, Thiruvananthapuram

- 3. Units under micro and small category will be exempted from tender fee and EMD amount subject to verification of the registration certificates.
- 4. MSME units Registered with UDHYOG AADHAR/UDHYAM shall provide valid registration certificates.

# 5. Bid submission / Bid opening dates:

- a. The last date & time of Submission of Bids : 27.07.2022; 15.00 hrs b. Date & Time of opening of Bid : 27.07.2022; 15:30 hrs
- 6. Bids submitted after the closing date and time will not accepted.
- 7. The Bidder is expected to examine all specifications (Specification sheet is attached as Schedule B along with tender document), instructions, forms, terms and conditions given in the Bidding document. Failure to furnish all the information required in the Bidding documents or submission of a Bid

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not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid

- 8. A certificate /Declaration as given in **Schedule I** stating that **ALL TERMS AND CONDITIONS** of this tender is acceptable should be submitted failing which the tender is likely to be summarily rejected.
- 9. The validity of the Price Bid is for a period of 6 months.
- 10. The Bidder shall furnish, as part of his Bid, a Bid Security Declaration as detailed in the Tender in schedule I A.

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### Schedule -B

|    |                                | <u>BI DOMICATION</u>  |
|----|--------------------------------|---|
| 1. | Packing Material               | Description   |
| 1a | Material<br>(Specification)    | Material –Poly ethylene 25 $\pm$ 1 Micron and BOPP - 20 $\pm$ 1Micron. Total Pouch thickness 45 $\pm$ 1 Micron  |
| 2  | Material to be<br>packed.      | Condom strips in different variants (3's, 10's upto 12's).<br>Party has to provide the maximum size of the pack that<br>can be packed and the machine should equipped to pack<br>upto 12's pack ( $6x2$ ) |
| 3  | Pouch Special                  | 1. Central sealed pouch with V notch<br>Party has to provide end sealer and other associated<br>change parts. Drawings will be attached for information<br>to the bidder.                                 |
| 4  | Packet (Dimension)             |   |
| 4a | Film width                     | Max.225mm   |
| 4b | Film roll diameter             | Max. 350mm  |
| 4c | Bag length                     | 65-190mm or 120-280mm   |
| 4d | Bag width                      | 30-110mm  |
| 4e | Product Height                 | Max. 55mm   |
| 4f | Packing Speed                  | 40-80 pack/min  |
| 5  | Packing Machine<br>Features    | Horizontal Flow wrap Machine  |
| 5a | No: of Tracks                  | 1   |
| 5b | Packing Speed                  | 40-80 pack/min approximate (Under bidders scope)  |
| 5c | No product and No bag facility | Required  |
| 5e | Power                          | 220V,50HZ, 3 KW approximate   |
| 5f | Machine Operation              | Servo Mechanism.  |
| 5f | Machine Overall<br>Dimension   | Bidders Scope   |

#### **SPECIFICATION**

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| 6  | Other Technical specifications.   |  |  |  |  |
|----|---|--|--|--|--|
| 6a | Machine should be equipped with Servo system, PLC controller, flexible bag length setting and cutting to saving time and material.  |  |  |  |  |
| 6b | Machine should have Human-machine interface, convenient and quick<br>parameter settings, when the product is sensed by the sensor, then it will be<br>packing automatically, otherwise, it will be stopped  |  |  |  |  |
| 6c | Machine Should have Self-diagnosis failure function, failure displayed clearly  |  |  |  |  |
| 6d | Machine should equipped with High sensitive optical electric color mark<br>tracking system and digital input cut position, which makes the sealing and<br>cutting more accurate (Eye mark)  |  |  |  |  |
| 6e | Machine should equipped with Separated PID control system for temperature, suitable for various packing materials   |  |  |  |  |
| 6f | Machine shall the facility of Stopping the machine in a selected position, no sticking on the knife and no waste of the film  |  |  |  |  |
| 6g | The machine shall be controlled by a program convenient for function  |  |  |  |  |
| 7  | Product contact parts SS 304  |  |  |  |  |
| 8  | Film draw<br>mechanism By servo motor   |  |  |  |  |
| 9  | 9 PLC Controlled Electronic Packing Machine control device for stepless<br>ontrolling of the packet length, eye mark tracking for print correction and<br>registration ,indication lamps, display of total packet count, temperature<br>settings and machine speed  |  |  |  |  |
| 10 | PLC integrated warning device cum indicator for horizontal heaters and end sealer with auto stop in case of heater burnout.   |  |  |  |  |
| 11 | The electrical switches, control relays, solid state devices and various counters<br>should be mounted in this panel. The electric control panel should be fixable<br>on left or right side of the machine, as per requirement. The floor space<br>requirement, powered required, compressed air required, weight of the<br>machine and other relevant details need be provided by the bidder.  |  |  |  |  |
| 12 | <ul> <li>Safety Features &amp; Interlocks-</li> <li>The machine will always come to halt at a particular place whenever there is a power shut down or emergency stoppage</li> <li>Fault Alarm – There will be sound alarm to attract operators attention in case of machine stoppage.</li> <li>Cover &amp; Guards for pully, chain and moving parts</li> <li>Visual indications / warnings for all hot surface and electrical hazards.</li> </ul> |  |  |  |  |
|    |   |  |  |  |  |

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| 13 | Inspections and Tests<br>HLL shall have the right to make inspection of any of the items under contract<br>during the supply, to assure that all machinery and equipment to be supplied<br>shall conform to the details of the specifications shared and shall meet the<br>conveyor to feed the product without any feeding hindrance.  |
|----|---|
| 14 | The bidder must be an experienced manufacturer or authorized by him for<br>supplying the subject goods. If manufacturer, scanned copy of manufacturing<br>license/factory license/udyog aadhaar etc. be scanned and attached. If not a<br>manufacturer, then manufacturer's authorization form duly signed with seal by<br>the manufacturer on the manufacturing firm's letter head along with the copy<br>of manufacturing license and/or udyog aadhaar of the respective manufacture<br>is to be scanned and attached along with the bid.   |
| 15 | The copy of applicable licenses and certificate if any like ISO, BIS Certificate, Industrial safety certificate and other like certificate etc to be attached.  |
| 16 | The bidders have to mention clearly that the specification of the materials bid<br>are strictly in adherence to the technical specifications stipulated in the bid<br>document Schedule A. In case of any deviation, the bidders shall have to<br>mention the same in details. Maximum outputs of machines are to be specified<br>for information only. Schematic drawings and technical literature of equipment<br>bidder shall have to be furnished. Overall dimensions of the equipment shall<br>have to be mentioned in detail. The total weights (in dry and working) of the<br>equipment shall have to be stated clearly. The safety interlocks/devices in the<br>equipment shall have to be highlighted. The utility consumptions and services<br>requirements of equipment shall have to be detailed. |
| 17 | The bidder/Supplier should have sufficient design back up, Experience of erection of similar kind of project are only requested to submit the bid   |

The Drawing attached as Annexure B is only for product indication.

We hereby agree to supply the above materials as per the specification given above.

Place:

Date :

Name and signature of applicant (With Office Seal)

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### Schedule C

# **TERMS & CONDITIONS**

- 1. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.
- 2. Late Bids will not be entertained after the closing date.
- 3. Bid Validity The offer shall remain valid for a period of Six months from the date of opening of the Price Bid.
- 4. Bid Rejection Criteria A bid may be rejected if
  - i. If the bidder does not submit the supporting documents specified.
  - ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- 5. SSI/MSE units shall submit a valid copy of their Udhyog Aadhar/Udyam registration certificate along with technical bid. But the Party has to provide Security deposit if Tender is awarded to them.
- 6. 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
- 7. Start-up units interested in availing exemption from payment of tender fee & EMD shall submit a valid copy of Registration Certificate from

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Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them.

- 8. Clarifications that the Bidder needs to have on the tender specification can be sought from HLL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (Only email queries shall be replied)
- 9. Rental charges will be payable from the day the Flow wrap machine is commissioned at HLL Balaramapuram factory, Thiruvananthapuram, Kerala.
- 10. Bidder has to initiate all corresponding, invoice & Notes to HLL Peroorkada Factory – 695005. The delivery of the machine would be HLL Balaramapuram Unit
- 11. Transportation:
- To and Fro transportation cost to be borne by the successful bidder.
- Installation of Flow wrap machine is the responsibility of the successful bidder.
- Repair and maintenance including supply of spares and services charges, if any, to be borne by the successful bidder during the rental period.
- The minimum locking period for the rental is minimum six months.
- 12. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5% of the value of the contract so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

- 13. Unloading charges at site : For supply/ installation & commissioning of Flow wrap m/c on rental, the price should be inclusive of unloading charges
- 14. Packing: The machinery offered must be securely packed at the cost of the suppliers to withstand tough handling enroute by road/rail/air. Packing should be provided with protective lining to avoid damage to the surface of the packing and the items packed inside.

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- 15. **Marking** : Each package delivered under this bid shall be marked by the suppliers at their own expenses. Such markings shall be distinct and should bear the following:
  - Name of the supplier.
  - Details of the items in the package.
  - Weight gross, net and tare.
  - Name and address of the consignees as mentioned in the Procurement Order.
  - Insurance
- 16. **Insurance**: The supplier shall arrange insurance coverage, according to the dispatch instructions issued by HLL and the supplier should cover all to avoid any complications that may arise at the time of settlement of claims by the underwriters for the transit losses it is proposed that the insurance coverage shall be arranged by the supplier . Insurance coverage of the machine during the rental period shall be under the scope of supplier.

### 17. Machine Guarantee

The supply of equipment as well as installation, entrusted shall have to be carried out by the supplier to the entire satisfaction of HLL. The supplier shall have to guarantee the complete installation for satisfactory performance for a minimum period of Six months from the date of commissioning of the machine.

18. **Warranty**: The scope of supply is comprehensive AMC. However to avoid any down time the suppliers shall provide a warranty for a minimum period of Six calendar months from the date of commissioning of the equipment for the satisfactory performance of the equipment supplied to the designed/rated/installed capacity or any other norms fixed by the buyer. Also, they should provide a warranty for the period as stated above to the effect that supplier shall alone be responsible for all the litigations/disputes/claims and other legal complications that may arise in connection with the patent rights design rights and the rights of ownership of the materials.

# 19. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of

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public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the HLL., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

20. Delay in Delivery/Installation & Commissioning.

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Clause no. 11.

21. Sub-Contracts

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of HLL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to HLL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

#### 22. **Price**

22.1. The rate must be offered on the basis of **F.O.R. HLL**, **Balaramapuram** unit site inclusive all. The rates quoted should remain open (valid for acceptance) for a minimum period of 180 days from the date of bid submission deadline date. GST and any other type of duties/taxes as prevailing up to the date of submission of rates must be included in the net F.O.R. rate. These, however should be shown separately, so that in the event of any change in these charges by the Government (State or

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Central), the same will be considered for increase/decrease over the net F.O.R. rates.

- 22.2. Rate must be offered for supply on rental of the Horizontal Flow wrap equipment to HLL, Balaramapuram Unit from bonafide manufacturers or their authorized suppliers on a rate contract for a period of Six months which may be further extended if required by another period of three months on the same terms & conditions and prices. Rate quoted shall include the rental rate and the rate for CMC. Discretion for providing CMC of the equipment shall lie with HLL.
- 22.3. ESCALATION : The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.
- 22.4. **EMD** : The Earnest Money Deposit (EMD) in the form of DD drawn in favour of M/s. HLL Lifecare Limited payable at Trivandrum for a sum of Rs. 15000/ should be send so as to receive at HLL on or before due date time for submission of EMD as per the tender notice- failing which the bidder's bid will not be opened . The EMD submitted will be converted to Security Deposit and will be released at the end of contract period. The bidders can view the status of the EMD amount submitted, by logging using their username and password once HLL Lifecare Ltd acknowledges the receipt of the EMD amount
- 22.5. The bidders are required to note that purchase orders released by HLL within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
- 22.6. The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic.
- 22.7. Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be

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necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

### 23. Control Regulations

Successful bidder warrants that all goods/service covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

- 24. MAINTENANCE: Bidders are instructed to quote the following options for the Maintenance activities during the contract period.
  - 24.1. Option- 1- Comprehensive Maintenance: The bidder shall be responsible for all maintenance of the machine inclusive of supply of spares and consumables except power during the entire contract period.
  - 24.2. Option-2 AMC: The bidder shall be responsible for all maintenance of the machine. The AMC included minimum 3 Preventive & 3 Breakdown calls during the contract period of Six months for which Bidder has to provide the list of critical spares. The spares will be under HLL scope.
  - 24.3. Option-3 On call Service : The bidder has to quote on call service charges per visit during the contract period
- 25. COMPLAINT

Complaint lodged during forenoon shall be attended in the afternoon of the next day (Max 24 hr). In case performance of a machine is found to be unsatisfactory i.e. giving frequent breakdown, vender will be required to provide suitable replacement of the machine within 48 hrs.

26. DEDUCTION DUE TO MACHINE DOWNTIME

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Any machine complaint reported shall be rectified within 24 hrs, failing which deduction will be made from the monthly rental charges.

### 27. TRAINING

Vendor will provide necessary training to the operators after successful installation.

28. In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document Schedule- F on a non-judicial stamp of requisite value at his cost. Until a formal contract is executed, PO or LOI shall constitute a binding contract.

### 29. **Payment:**

- a) Payments will be made to the contractor on successful operation of the machine and production of bills/ Invoice.
- b) The contractor has to submit Monthly Bill, with all necessary documents duly signed by the authorized persons to HLL
- c) Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents. Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act.
- d) No advance will be paid for the machine on rental.

Tax Deduction: All statutory deductions like Service tax, Income Tax, E.S.I., P.F. or any other government imposed liabilities for this contract shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

### 30. PERIOD OF COMPLETION

30.1. The machines should be successfully commissioned at HLL Balaramapuram site within 15 days from the date of notification of award.

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- 30.2. Time being the essence of the Contract, the completion period stipulated should be strictly adhered to. Delay in erection and commissioning of the equipment will cause loss and/or damage to Owner. The completion period shall be counted from the date of sending of Owner's intimation of acceptance of the Contractor's offer (Letter of Intent (LOI) and/or Supply order).
- 30.3. The equipment should be erected, tested, commissioned and handed over to Owner strictly within the time stipulated.
- 30.4. Deliverables
  - 30.4.1. Supply of Horizontal Flowwrap m/c along with all required component.
  - 30.4.2. Machines to be packed and dispatched to HLL Balaramapuram unit.
  - 30.4.3. Installation and a 2-days hands-on training on production for the HLL production operators.
  - 30.4.4. End to end support for maintenance of the machine for six months from date of installation.
- 31. Maintenance
  - 31.1. The bidder has to quote for comprehensive maintenance contract.
  - 31.2. CMC included spares parts required for the machine either preventive or breakdown maintenance.
  - 31.3. CMC included Assembling & dismantling charges
  - 31.4. The CMC visit consists of maintenance & Breakdown calls as and when required during the six months contract. Party has to ensure the machine should operate with minimum down time.
  - 31.5. The Bidder shall keep inventory of spares for the CMC during the contract. However critical spares shall be provided to HLL along with the machine to minimize production down time.
  - 31.6. HLL has the right to decide whether CMC need to be issued or not.
- 32. The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
- 33. Preference to Make in India

Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned

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#### तिरुवनन्तपुरम THIRUVANANTHAPURAM-695 005

#### PHONE NO:0471 2435325; FAX NO:0471 2435013; EMAIL: <u>materialspft@lifecarehll.com</u>

TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Verification of Local Content:

a) The supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the items offered meets the local content requirement for supplier, as the case may be. They shall also give the details of the locations (s) at which the local value addition is made.

b) In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 and subsequent amendment dated 16.09.2020 and any other amendments which may be made from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

Rule 144 (xi) of the GFR regarding restrictions on procurement from a bidder of a which mandates the bidder from a country sharing land border with India

Regarding restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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### In the event of placing orders: -

- a) A certificate confirming that the machine offered by you is environment friendly i.e., non-hazardous to the environment is to be enclosed with tender document.
- b) The supplier agrees to supply strictly as per the order terms in respect of quantity, quality and delivery schedule. HLL reserves the right not to receive material beyond the delivery date given in the order.
- c) The parties have to abide by delivery schedule given in the supply order strictly Penalty @ 0.5% of value of item per week delay subject to a maximum of 7.5% of value of supply will be imposed for material supplied after the stipulated delivery period.
- d) However HLL reserves the right to return the material if the same is not delivered as per the schedule given for the supply. In the event of delay in supply of material HLL reserve the right to procure the material from alternate sources at your risk and cost.
- e) HLL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.
- f)All dispatch documents like delivery note/challan, packing list and invoice should contain the following details.
  - 1. Supply Order No.& date
  - 2. Description of items as contained in the supply Order.
  - 3. Quantity dispatched
  - 4. Batch/lot No.
  - 5. Manufacturing date.
  - 6. Test certificate
  - 7. HLL's GSTIN.

The L.R No. should be intimated immediately after dispatch of the material by e-mail/fax

i) The following documents should accompany the consignment and shall be handed over to HLL

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- 1. Tax Invoice in triplicate
- 2. Delivery Note/Challan
- 3. Packing List
- 4. LR/AWB/----
- 5. Environment clearance certificate
- 6. Transport Emergency Card (TREM Card if applicable)
- 7. Guarantee Certificate
- 8. Pre-shipment of certificate
- 9. OEM Certificate
- j) Mode of Transport shall be by road, unless otherwise specified. The materials shall be sent through the Transporter who has been granted a Certificate of Registration for transportation of goods as per Carriage by Road Act 2007.

k) The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the respective court of Thiruvananthapuram as the case

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### Schedule- C

#### **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: | NAME AND SIGNATURE OF THE APPLICANT |
|--------|-------------------------------------|
| DATE:  | (WITH OFFICE SEAL)                  |

### तिरुवनन्तपुरम THIRUVANANTHAPURAM-695 005

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TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

Schedule -I

### 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 APPLICANT

SIGNATURE NAME AND ADDRESS OF APPLICANT

#### तिरुवनन्तपुरम THIRUVANANTHAPURAM-695 005

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TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

# SCHEDULE -I A

### **BID SECURITY DECLARATION**

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

From

To The General Manager (Commercial) HLL Lifecare Limited (A Government of India Enterprise), PEROORKADA FACTORY, Thiruvananthapuram – 695 005,

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

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TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

### **SCHEDULE - L**

### TECHNICAL BID

### DECLARATION FOR MAKE IN INDIA

Dear Sir/ Madam,

With reference to the above tender for the supply of ....., we confirm the product offered is with a percentage of local content more than 20% / 50%.

Name & signature of Tenderer

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### Schedule - M

### **PROFORMA OF AGREEMENT**

| This agreem  | nent is made on this |             |        |              | day      | / of    |
|--------------|----------------------|-------------|--------|--------------|----------|---------|
| between      |                      | M/s         |        |              |          |         |
|              |                      |             |        |              |          | (herein |
| after called | the Contractor/First | party whose | e term | includes its | successo | ors and |
| assignees)   | whose registered     | office is   | s at   |              |          |         |
|              |                      |             |        |              | _ and    | d is    |
| registered   |                      | under       |        |              |          |         |
|              |                      |             |        |              | _ and    | acting  |
| through      | its                  | authorized  |        | official     |          | Sh.     |
|              |                      |             |        | ,            |          |         |

And

HLL Lifecare Limited, Peroorkada Factory, Peroorkada, Thiruvananthapuram – 695 005, a Central Public Sector Undertaking company under the administrative control of Ministry of Health & Family Welfare, Govt. of India (herein after referred to as "HLL" or Second Party, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of Second party).

The Contractor will provide Horizontal flow wrap machine on rental basis for HLL for the condom strips packaging use on the terms and conditions herein contained, and rates as mentioned in -----. The "Contractor" has deposited Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_\_

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\_\_\_\_\_) as interest free Performance Security. Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

2. The Contractor shall comply with all the terms and conditions of TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The Contractor agrees with the HLL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for Horizontal Flow wrap Machine Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for machine Hire shall prevail.

4. Contractor will provide Horizontal Flowwrap Machine to HLL not older than a year model, and such Machine shall be the liability of the contractor.

5. The HLL only reserves the right to substitute it with another similar model machines. If for any reason whatsoever the HLL is not happy with the condition of the machines provided, the Contractor will be informed immediately and they should accept and liability to replace it as per requirement.

| 6. Contractor will submit bills to the _ | Section of,     |
|--|-----------------|
| of HLL on monthly basis for release of   | payment by HLL. |

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7. If the Contractor service is not found satisfactory enough, the HLL shall have the right to terminate the contract in whole or part as per TENDER Document.

8. In the event of any mechanical failure/ break down of machine, the contractor shall rectify the defect arrange for replacement within one day. Not-compliance may attract penalty as per Clause 11 of TENDER Document shall be imposed.

8. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. HLL shall have no liability whatsoever.

9. The Tender Document shall form part and parcel of this Agreement and integral part of this agreement.

10. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement with the contractor. HLL will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.

11. Contactor shall be responsible to ensure that the equipment is insured through out the rental agreement period

12. If for any reason the HLL is dissatisfied in any way with the standard of the Machines or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the HLL regarding the standard of the machines provided or quality of service rendered by them may immediately replace it with other machines on receipt of such complaint.

13. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the machines/ operator themselves from their own fleet.

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14. If the Contractor institutes any legal proceedings against the HLL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of HLL where the machine has been hired and not the place where the Contractor has his registered office.

| Signed                        | Signed                       | For and  |
|-------------------------------|------------------------------|----------|
| on behalf of the HLL          |                              |          |
|                               |                              |          |
| For and on behalf of the Cont | tractor Name (caps)          | Name     |
| (caps)                        | Position                     | Position |
|                               | _ Date                       |          |
|                               |                              |          |
|                               | In the presence of Witnesses | In the   |
| presence of                   |                              |          |
|                               |                              |          |
| Witnesses                     |                              |          |
| 1                             |                              |          |
| 2                             |                              |          |
| 2                             |                              |          |
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TENDER NO. HLL/PFT/PUR/PACK/FLOWWRAP-RENTAL/2022 Dated 20.07.2022

### **Annexure-A**

#### PRICE BID CONTENTS OF PRICE BID FORM

| Description of item   | Qty          | Basic Rate<br>(Rs.Ps) | GST<br>(Rs.Ps) | Total<br>( Rs.Ps) |
|---|--------------|-----------------------|----------------|-------------------|
| Part A  |              |                       |                |                   |
| Supply of Horizontal Flow wrap<br>m/c on Rental basis for a period<br>of six months (Charges on<br>Monthly basis) | 1 No         |                       |                |                   |
| Installation & commissioning charges  |              |                       |                |                   |
| Freight Charges (To & fro)  |              |                       |                |                   |
| Total   |              |                       |                |                   |
| Part B  |              |                       |                |                   |
| Comprehensive maintenance<br>charges for a period of Six<br>months. (Charges on Monthly<br>basis)                 | Per<br>Month |                       |                |                   |
| Part C  |              |                       |                |                   |
| AMC charges (Three Preventive &<br>Three Breakdown calls for a<br>period of six months)                           |              |                       |                |                   |
| Rate of Critical spares (For One m/c)   |              |                       |                |                   |
| Part D  |              |                       |                |                   |
| On call Service charges   | Per<br>visit |                       |                |                   |
| Grand Total   |              |                       |                |                   |

I agree to supply all the items as per schedule at the rates quoted by me as above and the terms and conditions of the tender document.

> Name & Signature of the Bidder (With office seal)

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