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

Website: www.lifecarehll.com

PH: +91 471 2774700 FAX: +91 471 2774702



INVITATION FOR BIDS (TECHNICAL BID)

FOR

Tender for purchasing of Store racks Quantity: 11 Nos.

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/2013-14/08

03rd August 2013

TENDER NOTICE

Sub:- Purchasing of Store racks

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

Name of the Item	Quantity	Tender No:	Date & Time of Opening of Technical bids
Store racks	11 Nos.	HLL/CRD/PUR/TENDER/2013-14/08 dated 03 rd August 2013	16/08/2013 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 16/08/2013, 03:00 pm (Local Time).

Vice President (R&D)

Ph No.: +91 471 2774700 Fax No: +91 471 2774702 Email: <u>crdc@lifecarehll.com</u>

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Tender No. HLL/CRD/PUR/TENDER/2013-14/08

I - INSTRUCTIONS TO BIDDERS

- 1. The Bid is intended to procure material as per specification in Schedule A.
- 2. This is a two Bid system comprising of:
 - a) Technical Bid
- b) Price Bid
- 3. 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'). The Tender fees and EMD should be furnished along with Technical Bid.
- 4. 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 Vice President (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.
- 5. 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.
- 6. 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.
- 7. a) The last date of receipt of Techno-commercial Bid is: 16/08/2013 at 03:00 pm (Local Time)
 - b) Technical Bid opening details:
 - i) Venue : Conference Hall, Corporate R &D Centre, Akkulam, Thiruvananthapuram.
 - ii) Date & Time : 16th August 2013, 04:30 pm

- 7. 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.
- 8.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.
- 9. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. A Declaration as given in **Schedule D** 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.
- 14. The Price Bid of those Tenderers who do not qualify in the Technical Bid will be returned unopened. The date and time of opening of price bid will be intimated separately.
- 15. 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.
- 16.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.

- 17. The following are some of the important aspects, for which a tender shall be declared **non responsive** and will be summarily ignored; '
 - (a) Tender form as per Schedule D, Schedule E & Schedule F (signed and stamped) not enclosed
 - (b) Tender is unsigned.
 - (c) Tender validity is shorter than the required period.
 - (d) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section B.
 - (e) Goods offered are not meeting the tender enquiry specification.
 - (f) 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.
 - (g) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (h) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- 18. 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.
- 19. 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.
- 19. Any changes pertains to this tender shall be communicated only through our website www.lifecarehll.com

HLL LIFECARE LIMITED

Corporate R & D Centre, Akkulam, Thiruvananthapuram - 695017 Tender No.HLL/CRD/PUR/TENDER/2013-14/08

Details of Store racks

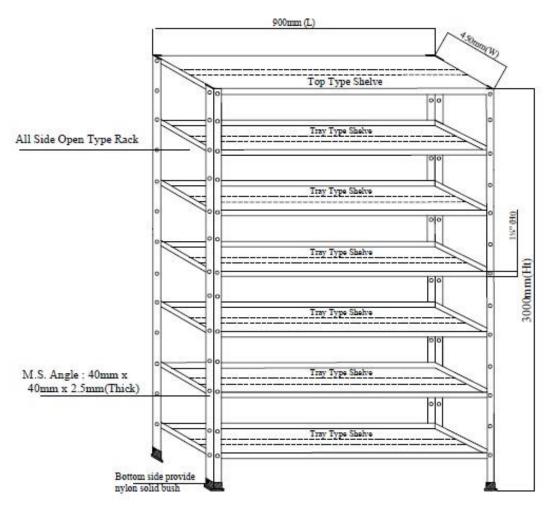
EMD amount (Rs.): 4,000.00 (DD Only – in favour of 'HLL LIFECARE LIMITED' payable at 'THIRUVANANTHAPURAM')

Technical Specification

Fabricating and supplying of slotted angle racks out of 2mm thick slotted angles 20swg sheet, with suitable nuts and bolts finished with one coat primer and two coats of enamel paint.

Size: 305 length x 90.5 width x 46 cms: depth with racks 10 cm: above the ground and spacing of 43.5 cm

Store Rack Diagram



Minimum Eligibility Criteria for qualifying in the Technical Bid

PRE-QUALIFICATION CONDITIONS (MINIMUM ELIGIBILITY CRITERIA)

1. Name of the Organization	:		
2. a. Are you a manufacturer?	: Yes/ No		
b. Are you an authorized agent?	: Yes /No		
c. In the case of authorized agent, following documents from the Principal should be enclosed i. Letter confirming the agency from the Manufacturer valid for			
ii. Letter from the manufacturer that they also agree to abide by all the terms and conditions of this tender.			
3. What is your annual production/ production	cess capacity? :		
4. Do you have in house testing facility to check HLL's : Yes/ No parameters?			
5. Do you have previous experience	: Yes/No		
All the information provided herein is true and correct.			
Place: Date:	Name and Signature of the Applicant (With Office Seal)		

Tender No.HLL/CRD/PUR/TENDER/2013-14/08

QUESTIONNAIRE (General information of the tenderer)

1	Name & Address of the tenderer with	
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- (a) Telephone No.
- (b) Fax No.
- (c) E mail Address
- (d) Name of the contact person
- (e) Whether proprietor / partnership / Limited company.
- 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 material as per the HLL specification enclosed
- 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.	Name & Address of your Banker(s)	:
9.	Any other details	:
All the	information provided herein is true & correct.	
Place:	:	Name and Signature of the Applicant (With Office Seal)

Tender No.HLL/CRD/PUR/TENDER/2013-14/08

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. Work:** The successful tenderer will have to done the work within the stipulated delivery time mentioned in the Purchase order.
- **4. Period of validity of tender:** The tender will remain open for acceptance for 60 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 work the item as per the specified quality and the required quantity according to the work completion as given in the work Order, and even fails to complete the work 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 work 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:

a) Within 30 days after completion of work.

12. WARRANTY

Period of warranty shall be twelve months from the date of work as certified jointly by the tenderer and the Purchaser.

13. TECHNICAL EVALUATION OF FIRST STAGE BIDS

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.

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

14. OPENING AND EVALUATION OF SECOND STAGE BIDS

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.

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.

15. 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.

16. 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.

17. 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.
- **20.** The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the courts of Thiruvananthapuram, Kerala State, India.
- **21.** "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.
- 22. The decision of HLL will be final and no correspondence on this shall be entertained.
- **23.** THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH THE FIRST LOWEST RESPONSIVE BIDDER.

Vice President (R&D)
Ph No: +91 471 2774700
Fax No: +91 471 2774702
Email : crdc@lifecarehll.com

INDEMINITY CLAUSE:

If the tenderer fails to execute the work within the time of completion or violates or infringes the existing rates as agreed to as mentioned in the work order, the tenderer 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-completion at agreed quantity and rate with in the time specified in the work order. The company will initiate legal action if the tenderer fails to execute the work order as per the schedule in the supply order for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HLL.

The tenderer shall have no right to change the conditions 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)

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 the applicant

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

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FOR

Tender for purchasing of Store racks Quantity: 11 Nos.

AT

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

Tender for Store racks

SN	Item Description	Amount (Rs.)
i.	Total Basic Price	
ii.	Excise Duty	
iii.	Taxes	
iv.	Others if any	
	Total (Rs.)	

** Detailed split up rates should be attached seperately		
VALIDITY: ONE YEAR FROM THE DATE OF OPENING OF PRICE BID		
Statutory levies if any: Any other Remark (s):		
Certified that the rate quoted will hold good for one year during which period no upward revision will be asked for.		
NAME OF Tenderer:		
	Signature of the Tenderer th Office Seal)	