

एच एल एल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
(भारत सरकार उद्यम)(A GOVT.OF INDIA ENTERPRISE)
पेरूरकडा पि ओ.PEROORKADA. P.O,
तिरुवनंतपुरम – ६९५००५ THIRUVANANTHAPURAM-695 005
PHONE NO:0471-2435013, 2539329,2437270; EMAIL: materialspft@lifecarehll.com

निविदा संख्या:क्रय/08/आर 1/ पीक्यू/सी सी /02/2022

Tender No. PUR/08/R1/PQ/CC/02/2022

Dated 21.12.2021

The bidders shall supply **Ammonia Gas** as per below mentioned specification, quantities and terms & conditions

SPECIFICATION: AMMONIA GAS (Peroorkada Factory & Kanagala Factory)

NH₃ GAS (ANHYDROUS, COMM. GRADE, AS PER IS 662(1981)).
PURITY AS NH₃ % BY WEIGHT 99.5 (MIN),
MOISTURE AS H₂O% BY WEIGHT 0.50(MAX),
OIL CONTENT (PPM) - 5.0 max
Pressure Testing certificate of Ammonia Gas.

Quantity required

a. Peroorkada, Thiruvananthapuram	: 117000 Kg.
b. Kanagala , Belagavi	: 40000 Kg
Total	: 157000 kg

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TERMS & CONDITIONS

1. The EMD (Nil as per NIT) of successful bidders will be converted to Security Deposit and will be refunded at the end of Contract Period . Security deposit for this tender will be 3 % of the order value subject to a maximum of Rs. 2,00,000/-. The same has to be paid by successful bidder.
2. The bidder shall intimate the Purchase department of HLL regarding changes in manufacturer name, production facilities/process and other changes if any during contract period.
3. The quantity mentioned herein is approximate annual requirement and in case the company requires less/more quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
4. HLL reserves the right to split up the quantity and place the order on more than a supplier and also reserves the right to accept or reject the offer without assigning any reason.
5. The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.
6. SSI/MSE units interested in availing exemption from payment of Tender Fee &EMD (Nil as per NIT) should submit a valid copy of their Udyam Certificate as mentioned in the NIT. All bidders including SSI/MSE units have to provide Security deposit if Tender is awarded to them. Security deposit will be 3 % of the order value subject to a maximum of Rs.2,00,000/-.
7. 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. All rules and regulations as per guidelines of Government of India shall be applicable for MSME.
8. Start up units interested in availing exemption from payment of tender fee & EMD(Nil as per NIT) shall submit a valid copy of Registration Certificate from 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. Security deposit will be 3 % of the order value subject to a maximum of Rs. 2,00,000/-. All rules and regulations as per guidelines of Government of India shall be applicable for Startup.

9. 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 Nodal Ministry for specific Goods / Products. The

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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.

10. 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.

11. 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

12. 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.

13. Price Revision clause :-

Normally request for price revision will not be entertained. But in extra ordinary circumstances where price hike/reduction is more than 10% after finalization of the bid, revision in basic price alone would be considered on production of supporting documents. The bidder is required to intimate in advance about the price revision and only on getting confirmation from HLL, material to be dispatched at the revised price.

The bidders are required to indicate the basic rate of ammonia at Rashtriya Chemicals and Fertilizers Ltd (RCF) as on date of submission of quote. The variation in the basic price of Rashtriya Chemicals and Fertilizers Ltd (RCF) would be the basis for any price revision.

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14. In the event of placing Orders: -

- a. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
- b. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from HLL. The procedure in this regard would be as follows:-
 - (i) Material shall be returned through the Transporter indicated in Schedule F or through our approved Transporter on freight to-pay basis.
 - (ii) Alternatively, the rejected material shall be destroyed at our end.
 - (iii) The cost incurred for disposal of the rejected material shall be recovered from supplier.
 - (iv) The supplier is required to replace the rejected material failing which HLL reserves the right to procure the material from alternate source(s) at supplier's risk and cost.
- f. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. HLL reserves the right not to receive material beyond the delivery date given in the order.
- g. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period of 180 days during which no price escalation and no change in terms and conditions will be allowed on any ground.
- h. Acceptance of the delayed supplies and excess quantity is solely at the discretion of HLL. In the case of excess supply the excess quantity shall be returned back through the Transporter indicated in Schedule F (clause 7) or our authorized transporter on freight to pay basis.
- i. The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period
- j. HLL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.
- k. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details
 - i. **Supply Order No.& date**
 - ii. **Description of items as contained in the supply Order.**
 - iii. **Quantity dispatched**

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- iv. **Manufacturing date.**
- v. **Expiry date.**
- vi. **Total Number of packages/ serially numbered**
- vii. **Test certificate**
- viii. **HLL's GST No.**

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

l. The following information shall be stenciled or labelled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.

- a. Name of Product (as given in supply Order)
- b. Date of Manufacture (Monthly/Yearly)
- c. Date of expiry.
- d. Quantity
- e. Instruction of storage and handling
- f. Name & Address of Manufacturer
- g. Company's address in full
- h. All packages should be separately numbered and it should appear on top of the packages with proper labelling.

i. The following documents should accompany the consignment

- a. **Invoice in triplicate**
- b. **Delivery Note/Challan**
- c. **Packing List**
- d. **LR/AWB**
- e. **Material Safety Data Sheet(MSDS)**

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. Payment shall be made by RTGS within 30 days of receipt subject to acceptance of the material.

l. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram /Belagavi as the case may be.

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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 within 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 on this shall be entertained.

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

PENALTIES

The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

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Minimum Qualifying criteria

Material: AMMONIA GAS

1. The Vendor should have valid explosive license /statutory license for storage and refilling of Ammonia gas as on the date of this Tender Notification.
2. a) The Vendor should be in a position to supply Ammonia gas in their Cylinder /HLL Cylinder.
b) If the supplier wants to use HLL's cylinder, they are required to furnish security in the form of cash deposit / BG for an amount of Rs.3 lakhs in addition to Security Deposit. In the event of failure to return HLL's cylinders on time, the actual cost of cylinder would be recovered from Security Deposit / bills of the vendor.
3. The vendor should be able to supply up to 80 cylinders of 50 kg each within 48 hrs of notice or as stipulated in the order.
4. The vendor shall have to issue a Test Certificate for each consignment.
5. The minimum annual turnover of the bidder should be at least Rs. 1.25 Crores. Vendors are required to submit documents in support of their claim.

NOTE: -

- a. Vendors whose name appear in our list of approved vendors shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria. They have to submit the declaration as per Schedule-H, Latest ISO Certificate /Declaration regarding the same, copy of the latest invoice / quote from RCF - Rashtriya Chemicals and Fertilizers Ltd and valid explosive license /statutory license for storage and refilling of Ammonia gas .
- b. Vendors who are new to HLL will be considered as vendors under development and their Price Bids will **be opened only after completion of vendor development protocol** before the opening of Price Bid provided they meet the minimum eligibility criteria.
- c. Vendors who do not meet the minimum eligibility criteria will be disqualified and their Price bids will not be opened.