

एचएलएललाइफकेयरलिमिटेडHLL LIFECARE LIMITED
(भारतसरकारउद्यम)(A GOVT.OF INDIA ENTERPRISE)
पेरूरकडापिओ.PEROORKADA. P.O,
तिरुवनंतपुरम- ६९५००५THIRUVANANTHAPURAM-695 005
PHONE NO:0471-2435013, 2539329,2437270; EMAIL: materialspft@lifecarehll.com

निविदासंख्या:क्रय/08/आर1/ पीक्यू/सीसी/03 /2024-25

Tender No. HLL/PFT/PUR/SCRAPSALE/14/2024-25 Dated: 14.01.2025

निविदा दस्तावेज़
TENDER DOCUMENT

मद: एंटीस्टिक्किंगएजेंट
ITEM:SCRAP SALE

Tender No: HLL/PFT/PUR/SCRAPSALE/14/2024-25

तकनीकीवाणिज्यबोली
TECHNO-COMMERCIAL BID

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निविदा आमंत्रित नोटिस NOTICE INVITING TENDER (NIT)

Tender under open two bid system (Technical and Price) are invited for the **Scrap Sale** to our **Peroorkada Factory-Thiruvananthapuram** - for the period of Six months.

SI No	Particulars	Description
1	Name of Item	UNCUT OIL CONDOM WASTE
2	Location	Peroorkada Factory- Thiruvananthapuram,
3	Period of contract	Six months
4	Eligibility criteria for Bidders	As per Tender document
5	Last date and time for online submission of bids	22.01.2025, 3.00 PM
6	Date and time of opening of e-tender	22.01.2025, 3.30 PM
7	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number: 0030307535628 IFSC Code: SBIN0004350 Branch name: Commercial Branch, Thycaud, Trivandrum

(Important:

***All parties must submit the pollution control board certificate as applicable along with the tender quotation, and if you don't have the same, you must submit the pollution control board certificate of the party to whom you are supplying the scrap materials.**

General Manager (Commercial & BO)

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GENERAL INSTRUCTION TO TENDERERS

1. Sealed and super scribed tenders are invited for the sale of scrap items from HLL Lifecare Limited, Peroorkada Factory, Trivandrum – 695 005.
2. The tender documents giving the details and other terms and conditions can be had from the office of the undersigned during the office hours on any working day on or before **22.01.2025, 2.00 PM**, on submission of a written application.
3. The tender should be submitted in a single sealed cover with the Tender No. mentioned thereon, complete in all respect, addressed to The General Manager (Commercial & BO; HLL Lifecare Limited, Peroorkada P.O., Trivandrum – 695 005, and should reach the undersigned or before **3.00 P.M. on 22.01 .2025**. The tender will be opened at **3.30 P.M.** on the same day in the presence of bidders.
4. In case, the date mentioned above is declared subsequently as holiday for the Company's Office, the due date for submission and opening of tender will be the next Office working day at the same venue and time. Tender received after the dead line for submission shall not be considered.
5. HLL Lifecare Limited shall not be liable for the delay in submission of tenders after the due date specified above due to any reason including Postal delays.
6. HLL reserves the right to split up the order on more than one bidder and also reserves the right to accept or reject the offer without assigning any reason. HLL shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.HLL reserves the right to split up the order on more than one bidder and also reserves the right to accept or reject the offer without assigning any reason.
7. HLL will have the right to enter parallel contracts.
8. The tender documents can also be downloaded from our Website: www.lifecarehll.com.
9. Jurisdiction of any dispute, suits and proceedings out of this tender shall be in the courts of Trivandrum, Kerala.

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10. The bidder should submit the duly filled tender document along with Bid Security Declaration (to be submitted in Bidder's Company Letterhead). Format enclosed in the last page. Tender received without Bid Security Declaration shall be rejected.
11. The bidder should affix their signature with official seal in all the pages of the tender and attach all the details called for in the tender documents, failing which the tender is likely to be rejected.
12. For any clarifications connected to the tender, please contact Purchase Department Phone No.0471 2539329 Ext. 247/248 Email: materialspft@lifecarehll.com.
13. The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 09 AM to 05 PM on any working day at the location specified against each lot with the prior permission from the factory.
14. Goods / Equipment will be sold in as is where condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any.
15. The Buyer shall arrange the lifting of the material and all the expenses for loading/transportation etc. will be borne by the Buyer.
16. The Materials should be lifted immediately/as per intimation from the Company on receipt of Sale Order. However, HLL reserves the right to cancel, wholly or partly the sales order any time before the receipt of payment from the Buyer. In case of such cancellation, the Buyer cannot demand any direct or indirect loss or demand any compensation for the cancelled order.
17. The buyer should recycle / destroy the scrap items and use only after cutting and for devulcanization purpose by complying with all the applicable provisions, guidelines/notifications issued by the Central Pollution Control Board (CPCB)/Ministry of Environment and Forests (MoEF) from time to time and on environmental /eco-friendly manner. The buyer shall be solely responsible for any violation of any applicable laws.
18. The Buyer should issue certificate to HLL that the Scrap items taking are "recycled" after cutting and devulcanization ("recycling") of each load of Condoms within 30 days from the date of taking load from HLL.
19. The Buyer shall be responsible to arrange necessary permits , documents etc and pay applicable taxes / duties as applicable for / while transporting the Scrap items from the HLL's premise to the "Buyer's" premise.
20. The Buyer should not resale the scrap items under any circumstances. In case of

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any such incident occurred then all the risks, cost and responsibilities shall lies with the “Buyer”. The “Buyer” also indemnifies the HLL and also compensate to the HLL with all the direct and indirect losses caused to the HLL due to such illegal activities of the “Buyer”.

21. The Buyer shall comply with all applicable laws, rules, and regulations before and after taking the scrap items and also ensures that they are in possession of all the Licenses and Permits as applicable for compliance of applicable laws / rules / regulations.
22. The Buyer will also be responsible for getting all relevant statutory approvals / permits / certifications etc relevant for purchasing, transporting, recycling and thereafter its usage at their own cost. Any, penalties, fine or cases shall be defend and paid directly by the “Buyer” without any loss to the HLL.
23. Sub-Contract is not allowed / permitted.
24. The “Buyer” shall indemnify HLL and its officials and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of the scrap Products and its subsequent use by the buyer.
25. Party should have facility for cutting and devulcanization of dry/oil condoms.
26. The buyer should take 10 metric uncut dry/oil condoms per week.
27. Termination: In the event of the “Buyer” fail to comply with the terms and conditions of this Agreement, the “Seller” is entitled to terminate this Agreement by giving thirty (30) days’ notice on either side. Moreover, the “Seller” shall have right to terminate this Agreement for any reason or for no reason at any time upon 30 days’ prior written notice to the “Buyer”.
28. In case of sold / confirmed lots, the payments (material value plus taxes and duties, if any) to be made by the successful bidder by way of NEFT/ RTGS or DEMAND DRAFT drawn in favour of HLL Lifecare Ltd., payable at Thiruvananthapuram directly to the O/o of HLL Lifecare Ltd. for issuance of Delivery Order/Sale Invoice.

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29.In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Life care Limited. Including but not limited to forfeiture of EMD, Security Deposit, black listing etc., as deemed fit by HLL Life care Limited.

General Manager (Commercial & BO)

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SCHEDULE – I

- 1) Name of the Bidder:
- 2) Complete Address of the Bidder:
- 3) Mobile/Contact No:
- 4) E-mail ID:
- 5) GSTIN:
- 6) Income Tax PAN NO. (Copy to be submitted):
- 7) EMD payment details:

SL NO.	DESCRIPTION OF SCRAP ITEM	TENDER QUANTITY	EMD	BASIC RATE / KG	TAX	TOTAL RATE / KG
1	***UNCUT OIL CONDOM WASTE	50,000 KG	Rs. 85,000/-			

***** **Please refer Annexure-1 CONTRACT AGREEMENT Format (The CONTRACT agreement should be signed before lifting UN CUT OIL CONDOM WASTE *****)**

*** The existing GST rate on all scrap items is as applicable. Also TCS and Flood CESS as applicable has to be remitted by be contractor.

(Important:

***All parties must submit the pollution control board certificate as applicable along with the tender quotation, and if you don't have the same, you must submit the pollution control board certificate of the party to whom you are supplying the scrap materials.**

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Last Date and Time of Receipt of Tender: 22.01.2025 on 3 : 00 P.M.

Date and Time of Opening of Tender: 22.01.2025 on 3 : 30 P.M.

PLACE:

NAME & SIGNATURE OF THE TENDERER
(WITH COMPANY SEAL)

DATE:

(PLEASE NOTE ALL FIELDS ARE MANDATORY. INCOMPLETE FORMS WILL BE DISQUALIFIED)

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BID SECURITY DECLARATION

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

From,

Name of Firm:
Full Name & Address:
GSTIN:
Tele No.:
Fax No.:

To,

The GM (COMMERCIAL & BO)
HLL Lifecare Limited
(A Government of India Enterprise),
Peroorkada Factory, Thiruvananthapuram – 695 005,

Dear Sir,

I / We, hereby declare that if we withdraw or violate any tender conditions during the period of validity, we agree to be suspended for the time specified in the Tender Documents, Security deposit may be forfeited.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

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CONTRACT AGREEMENT FORMAT

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the "Seller" and the "Buyer", and each shall be read and construed as an integral part of:
 - (a) This Contract Agreement
 - (b) Sale Order No..... dtd.....
 - (c) The Buyer's offer ref. no. mail dtd: -----, original Price Schedules, submitted by the bidder with its price agreed in negotiation meeting minutes / documents mail dtd
3. In the event of any ambiguity or conflict between the Agreement Documents listed above, the order of precedence shall be the Order in which the agreement document are listed as above, this Agreement being the controlling document, unless otherwise specifically agreed by the parties in writing.
4. This agreement shall be effective for six months or until the maximum quantity transferred in clause 5(c) is bought by the Buyer.
5. Obligations of the "Buyer"
The "Buyer" agrees that:
 - a) Buyer will not sell the uncut condoms to a third party. In case of any such incident occurred then all the risks, cost and responsibilities shall lie with the "Buyer". The "Buyer" also indemnifies the "Seller" and also compensate to the "Seller" with all the direct and indirect losses caused to the "Seller" due to such activities of the "Buyer".
 - b) Party will follow all the applicable rules and regulations while "recycling" the "Scrap Products" purchased from the "Seller" and also get all relevant statutory approvals / permits / certifications etc for it at their own cost. Any, penalties, fine or cases shall be defend and paid directly by the "Buyer" without any loss to the "Seller".
 - c) Party will issue certificate to the "Seller" that the "Scrap Products" supplied to "Buyer" are cut and devulcanized.
 - d) The "buyer" should maintain a stock register with the quantity of scrap condom received from the "seller" and evidence of complete cutting and devulcanization of the received scrap from the "seller"
 - e) "Seller" has the right to send a representative to the "Buyer" site to verify and certify cutting and devulcanization" is done within their premises only.
 - f) Sub-Contract Is not allowed / permitted under this agreement.
6. Indemnity: The "Buyer" agrees to indemnify the "Seller" and its officials and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of the scrap Products and its subsequent use by the buyer.

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7. Termination: In the event of the "Buyer" fail to comply with the terms and conditions of this Agreement, the "Seller" is entitled to terminate this Agreement by giving thirty (30) days' notice on either side. Moreover, the "Seller" shall have right to terminate this Agreement for any reason or for no reason at any time upon 30 days' prior written notice to the "Buyer".

8. Force Majeure: If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster, pandemic; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing within five days specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement.

9. Governing Law: This Agreement shall be governed in all respects by and constructed in accordance with the laws of India.

10. Jurisdiction: Any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of the courts at Thiruvananthapuram.

Any amendment to this agreement is accepted only if, in writing and signed by both parties and its authorized representatives.

In WITNESS WHEREOF the parties here to have caused these presents to be signed by their respective representative under their official seals as of the day and year first above written

Signed and delivered for and

Signed and delivered for and

On behalf of M/s.
Peroorkada Factory

HLL Lifecare Ltd

on behalf of M/s.

Witness

1.

2.

Witness

1.

2.