Sealed tender are invited under single bid system for transportation of FINISHED GOODS from HLL, Kanagala, Belgaum to various locations in India through Surface Cargo from reputed transport companies/fleet operators having Offices/other facilities at all the centers for a period of one year from date of issue of work order. However, the period of contract is likely to extend by another one or two months as decided by the management. Name of destinations and others terms and conditions are given in the tender documents which can be collected from our Office on any working day between 11.00 am to 4.00 pm free of cost up to 1.00 PM on 20.06.2018

The tender forms are to be duly filled, signed and returned, in a sealed cover superscribed with Tender No.HLL/BGM/SL/Transport/Cargo/2018-19 dt. 13.06.2018, due date and date of opening, addressed to The Dy. General Manager (Sales), HLL Lifecare Limited, Kanagala - 591 225, Dist : Belgavi.

**The last date & time of receipt of Completed tender is: 2.30 p.m. on 20.06.2018 along with EMD amount of Rs. 10,000/- drawn in favour of HLL Lifecare Ltd., payable at SBI, Nipani. (Those who have already paid with previous tender, they need not be paid****once again)***.* **HLL Lifecare Ltd., will not be responsible for any postal delay etc. The quotations will be opened in present of renderers’ on same day at 3.30 PM.**

**TRANSPORTERS HAVE TO QOUTE THEIR RATES FOR PARTICULAR STATE AND DELIVERY MAY BE IN ANY PLACES IN PARTICULAR STATE AS PER OUR REQUIREMENT.**

INCOMPLETE TENDER IS LIKELY TO BE SUMMARILY REJECTED WITHOUT ANY FURTHER CORRESPONDENCE.

**Dy. General Manager (Sales)**

**To**

***CONTENTS OF BIDDING DOCUMENTS***

|  |  |  |  |
| --- | --- | --- | --- |
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| ***2.*** | ***SCHEDULE – B*** | ***GENERAL TERMS & CONDITIONS*** | ***4 & 5*** |
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**SCHEDULE - A**

***SPECIFICATION OF BOX (size in mm)***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Scheme** | **Height** | **Width** | **Length** | **Appr Weight (Kg)** |
| **1.** | **Free Supply Nirodh** | **425** | **570** | **630** | **23.50** |
| **2.** | **Free Supply Nirodh (Asha)** | **560** | **370** | **580** | **18.80** |
| **3.** | **Free Supply (Naco)** | **425** | **570** | **630** | **24.00** |
| **4.** | **Rakshak Condom** | **345** | **405** | **570** | **15.00** |
| **5.** | **Deluxe Nirodh** | **4365** | **430** | **585** | **15.50** |
| **6.** | **Ustad Condom** | **290** | **670** | **670** | **18.00** |
| **7.** | **Mala D** | **330** | **530** | **615** | **14.60** |
| **8.** | **Mala N (Asha)** | **390** | **300** | **400** | **8.00** |
| **9.** | **Mala N (FS)** | **325** | **365** | **400** | **12.50** |
| **10.** | **Saheli** | **265** | **270** | **410** | **4.00** |
| **11.** | **Khushi** | **450** | **275** | **630** | **10.50** |
| **12.** | **Ecroz Gold** | **280** | **350** | **340** | **8.00** |
| **13.** | **SUCHI (New)** | **480** | **460** | **780** | **14.50** |
| **14.** | **SUCHI (Old)** | **480** | **440** | **610** | **12.50** |
| **15.** | **PUTHUYUGAM** | **480** | **445** | **700** | **10.50** |
| **16.** | **HAPPY DAYS 8’s** | **385** | **440** | **690** | **13.00** |
| **17.** | **HAPPY DAYS 3’s** | **240** | **445** | **445** | **4.80** |
| **18.** | **HAPPY DAYS SINGLE** | **300** | **520** | **490** | **4.00** |

**Size and weight may vary in some cases due to change in packing configuration.**

***SCHEDULE - B***

***GENERAL CONDITIONS FORMING PART OF BID***

1. This is the single Bid system i.e., PRICE BID-

1. Price bids shall be submitted in sealed cover. Tender No. & date shall be superscribed on the sealed cover, complete in all respect, addressed to the Dy. General Manager (Sales), HLL Lifecare Ltd., Kanagala- 591225, Dist: Belagavi, should reach us on or before the due date and time mentioned in the tender notification. HLL Lifecare shall not be responsible for postal delay if any, in the delivery of the bidding document or non-receipt of the same.

1. EMD of Rs.10,000/- should be remitted by DD only, drawn in favour of HLL Lifecare Limited, payable at State Bank of India, Nipani and shall be enclosed with Price bid. **Those who have already paid with previous tender, they need not be paid****once again***.*Tender without EMD will be out rightly rejected. However, SSI Units who wish to avail exemption from payment of EMD should produce an exemption certificate issued by the concerned DIC or NSIC stating that the SSI Unit is exempted from payment of EMD in respect of the relevant Tender No. indicated in the tender document.

1. Bids received after the due date for the submission may not be considered.

1. Un-sealed tenders received are liable to be rejected and this will be at the sole risk of tenderers.
2. The bidder is expected to study all instructions, forms, terms and conditions given in the document.
3. The tender should be complete in all respects & incomplete tenders are liable to be rejected.

1. ***There will not be any post Tender Negotiation except with L-1 party (Transporter).***
2. Delivery period is essence of the Contract.
3. In the event of placing orders as per requirement based on orders received from Government or any other agencies: -
   1. The party has to execute an agreement in the prescribed form on Govt. Stamp Paper as required by rule in force from time to time.
   2. The successful tenderer should deposit Security Deposit of Rs. 100000/- within two weeks of award of work order by DD/BG in favour of HLL Lifecare Ltd., payable at SBI, Nipani. The security Deposit would be released after three months on the satisfactory completion of the contract. The EMD of successful bidders will be converted to Security Deposit and the bidders are required to deposit the balance amount with HLL.
   3. Penalty clause applies for the delayed in delivery as well as delay in providing vehicle.
4. The jurisdiction of any disputes, suits and proceedings arising out of this tender shall be only in the courts of Hukkeri Taluk, Belagavi Dist.
5. There shall not be any corrections/overwriting on the commercial bid, if so the same are to be duly attested.
6. HLL Lifecare Ltd., shall fix the criteria for responsiveness of a bid based on critical factors in the tender document. Bids pronounced non-responsive by HLL Lifecare Ltd., shall be summarily rejected.
7. Suppression of facts will disqualify the tender document.
8. Payment Terms: - Our intention is to make payment by RTGS within 30 days of receipt of invoices with duly acknowledged LRs.
9. HLL Lifecare Ltd., reserve the right to qualify or not a tenderer without assigning any reasons. The decision of HLL Lifecare Ltd., will be final and no correspondence will be entertained in this regard.

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

**Place : Signature of the Tenderer**

**Date : Name and address of the Tenderer**

***SCHEDULED – C***

**SPECIFIC TERMS & CONDITIONS FORMING PART OF BID**

1. Intimation for vehicles deployment will be given in advance. You should deploy required closed vehicles in time i.e., before 1400 Hrs. for that particular day, vehicles reported after 1400 Hrs. will not be loaded. Failure to place the required no. of trucks within the free time will attract penalty as follows:
   * 1. First 24 Hrs. from issue of schedule – Nil
     2. Above 24 Hrs. to 48 Hrs. - 1.5% of freight charges per day.
     3. 48 Hrs. to 72 Hrs. - 3% of freight charges per day.
     4. 72 Hrs. and above - 5% of freight charges per day .

If the transporter fails to provide the vehicles within the time given company reserve the right to engage vehicles from other source at the cost and risk of transporter.

1. The rate quoted should be on CFT basis as per Schedule - F to the destination stations inclusive of booking, collection, loading/unloading, transportation, handling, door delivery.

1. Transshipment of consignment is allowed. However cost of damaged consignment/shortage, if any, to the account of transporter.
2. The Company (HLL Lifecare Ltd) reserves the right to engage containers/ Trucks/Lorries/Canters from other sources also if the Tenderer/Contracting Carriers fail to make available the same in schedule time of intimation & the additional cost if any will be recovered from the contractor (Transporter).
3. The Company reserves the right to resort Rail transport/Container transport exclusively or partially during the pendency of the contract if it is found to be economical or necessary to the Company.
4. Whenever there is an increase/decrease in the price of Diesel the revision in rate shall be given as per the formula given below:

Current rate of Diesel = A

Increased/Decreased rate = B

Difference (B-A) = C

% of increase/decrease = C X 100 = X

A

Rate increase/Decrease from current rate 60% of X = Y

Increase/Decrease in Rate = Existing Rate X (1+Y)

100

The revision of rate will be calculated once in 6 months. Cumulative amount will be considered for calculation.

1. The weighment charges at the way bridge (Both for empty as well as loading vehicle) are to be borne by the transporter.
2. Transporter shall provide vehicles, in good and road - worthy condition as and when required, for a period of one year during which no rate/price change will be allowed other than for increase/decrease in the rate of Fuel, which will be calculated as per the formula given vide Sl. No. 6.
3. **Transporters have to quote their rates for particular state and deliver may be in any places in particular state as per our requirements.**
4. **The rate quoted shall be exclusive of GST and collection, loading, transportation, door delivery, unloading, statistical charges etc.**
5. **Your Branch list should be enclosed along with tender form.**
6. **Demurrage Charges – will be paid on case to case basis.**
7. **Quoted rate should be based on per CFT basis.**
8. The materials lifted from our factory at Kanagala, should be delivered to the consignees within the stipulated time decided upon by the Company and the **PERIOD IS THE ESSENCE OF THE CONTRACT.**
9. Penalty of 4% of freight shall be imposed per day per truckload for late delivery beyond the number of days given in the Work Order.
10. It shall be the sole responsibility of the tenderer/contracting carriers to ensure adequate protection to all the materials from sun, rain, mechanical damages and all other hazards and satisfactory delivery of the consignment to the consignees within the stipulated time.
11. **At the time of delivery of the consignment proper acknowledgement of having received the consignment by the consignees on the LORRY RECEIPT and provisional receipt given by us should be obtained i.e., Qty. received, sign and seal and date of delivery should be obtained in there absence of which freight charges will not be released.**
12. **You should submit freight bills and lorry receipt (acknowledgement) in duplicate & provisional receipt, CRC/SEC given by the consignee for releasing freight charges.**
13. Transit insurance will be arranged by HLL Lifecare Ltd, subject to excess clause of Rs. 5,000/-. Insurance coverage will be taken by HLL for which the details are to be provided by transporter at the time truck leaves our premises / facility.
14. The standard claim or loss to the materials transited by transporter is to be reported or registered to the insurance Co. their nearby branch office or HLL, Kanagala immediately from the date of reaching lorry at the destination.
15. The successful tenderer/contracting carrier should deposit a **security deposit of Rs. 100000/-** with HLL Lifecare Ltd., and execute necessary agreement on Stamp Paper.

1. The Company reserves the right to terminate the contract before the completion of the period of contract without assigning any reason.
2. The company reserves the right to accept or reject any tender without assigning any reason.
3. No extra charges will be paid on account of any reasons other than the agreed freight charges.
4. The delivery period is exclusive of the date of loading at the premises/godown and unloading at the destinations respectively.
5. No duplicate / Xerox copy of the LR will be accepted for releasing payment.
6. In a situation when truck may have to be retained at different point/s at the consignee end for loading / unloading, the transporter should be ready for the same and no additional charges shall be payable for this.
7. The transporter will be entitled for detention charges for non-delivery of materials on account of paid Holidays/Second Saturday/Sunday/ Bandh etc. However, sufficient written proof shall be given in this regard and mutual agreed rate will be given.
8. Please visit our website www.lifecarehll.com for SHEMS/OHSAS policy.
9. Section 101(Exemption of occupier or Manager from liability) of chapter X under the Factories Act 1948 (AII LXIII f 1948) (23rd sept.1948) is applicable.
10. Transporter shall have certificate of registration to do the business as per Section 3 of Road Act 2007.
11. INDIMNITY CLASUE:- If the transporter fails to meet the terms of the Transportation work order/Agreement (placing the vehicle within the time Prescribed, delivery of the consignment within the agreed days etc) the transporter shall and will indemnify the Company (HLL) against all losses of damages what so ever to be incurred or sustained including legal cost or expenses incurred by the Company by reasons of non-provision/non-performance against the terms and conditions given in the transportation work order/agreement and this tender. If any shortage/damage, pilferage etc, are fund in the consignment, while delivering the same to the consignee, the Transporter/their representative at the destinations/stations shall give open delivery and issue/obtain necessary shortage/damage certificate to/from the consignee to enable HLL to prefer claim from the Insurance Company. **The value of the quantity found short/damaged shall be retained/recovered from the Transporter Bills/other movable & immovable properties and shall be released only after realization of the amount from the Insurance Company.**
12. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by HLL at Hukkeri Court as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. Any Arbitrator appointed shall not have the jurisdictions to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.

Accepted the above Terms & Conditions.

**Date: Signature of the Tenderer/**

**Carriers with Date & Seal**

***SCHEDULE – D***

**DECLARATION**

I/We confirm having read and understood all the transportation requirements, terms and conditions of the tender – Tender No. HLL/BGM/SL/TRANSPORT/CARGO/2018-19 dt. 13.06.2018 in full and the offer being submitted is as per the requirements given in this bid and that I/We agree to abide by all without any deviation.

**SIGNATURE**

**NAME & ADDRESS OF TRANSPORTER**

(Seal of the Transporter)

Place:

Date:

**DECLARATION**

**I/We confirm having read and understood the work requirements instructions, forms, terms and conditions and all relevant information regarding the Tender No. HLL/BGM/SL/TRANSPORT/CARGO/2018-19 dt. 13.06.2018 and agreed to abide by all without any deviation from that are stated above and contained therein in the Tender Notification.**

**SIGNATURE**

**NAME & ADDRESS OF TRANSPORTER**

**Date :** **(Seal of the Transporter)**

**Place :**

|  |
| --- |
| ***TENDER FORM*** |

***SCHEDULE – E***

***TRANSPORTERS HAVE TO QOUTE THEIR RATES FOR PARTICULAR STATE AND DELIVERY MAY BE IN ANY PLACES IN PARTICULAR STATE AS PER OUR REQUIREMENT.***

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **NAME OF STATE** | **NO OF DAYS** | **QUOTED RATE/CFT** |
| **1.** | **ANDAMAN & NOCHOBAR – UT** | **15** |  |
| **2.** | **ANDHRA PRADESH** | **3** |  |
| **3.** | **ARUNACHAL PRADESH** | **15** |  |
| **4.** | **ASSAM** | **12** |  |
| **5.** | **BIHAR** | **8** |  |
| **6.** | **CHANDIGRAN – UT** | **8** |  |
| **7.** | **CHHATTISGARH** | **8** |  |
| **8.** | **DADRA & NAGAR HAVELI – UT** | **8** |  |
| **9.** | **DAMAN & DIU – UT** | **5** |  |
| **10.** | **DEHLI – UT** | **8** |  |
| **11** | **GOA** | **2** |  |
| **12.** | **GUJRAT** | **4** |  |
| **13.** | **HARYANA** | **6** |  |
| **14.** | **JAMMU & KASHMIR** | **15** |  |
| **15.** | **JHARKHAND** | **8** |  |
| **16.** | **KARNATAKA** | **2** |  |

**Signature of Transporter with seal**

***TRANSPORTERS HAVE TO QOUTE THEIR RATES FOR PARTICULAR STATE AND DELIVERY MAY BE IN ANY PLACES IN PARTICULAR STATE AS PER OUR REQUIREMENT.***

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **DISTRICT** | **NO OF DAYS** | **QUOTED RATE/CFT** |
| **17.** | **KERALA** | **5** |  |
| **18.** | **MADHYA PRADESH** | **8** |  |
| **19.** | **MAHARASTRA** | **3** |  |
| **20.** | **MANIPUR** | **15** |  |
| **21.** | **MEGHALAYA** | **15** |  |
| **22.** | **MIZORAM** | **15** |  |
| **23.** | **NAGALAND** | **15** |  |
| **24.** | **ODHISHA** | **8** |  |
| **25.** | **PUDUCHERY – UT** | **5** |  |
| **26.** | **PUNJAB** | **8** |  |
| **27.** | **RAJESTHAN** | **6** |  |
| **28.** | **TAMIL NADU** | **5** |  |
| **29.** | **TELENGANA** | **3** |  |
| **30.** | **TRIPURA** | **15** |  |

**Signature of Transporter with seal**

***TRANSPORTERS HAVE TO QOUTE THEIR RATES FOR PARTICULAR STATE AND DELIVERY MAY BE IN ANY PLACES IN PARTICULAR STATE AS PER OUR REQUIREMENT.***

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **DISTRICT** | **NO OF DAYS** | **QUOTED RATE/CFT** |
| **31.** | **UTTAR PRADESH** | **8** |  |
| **32.** | **UTTARAKHAND** | **10** |  |
| **33.** | **WEST BENGAL** | **8** |  |
| **34.** | **HIMACHAL PRADESH** | **10** |  |
| **35.** | **LAKSHDWEEP - UT** | **18** |  |
| **36.** | **SIKKIM** | **15** |  |

|  |  |  |
| --- | --- | --- |
| **ODA CHARGES** | | |
| **SN** | **Distance** | **Amount (Rs)** |
| **1.** | **01 to 50 Kms** |  |
| **2.** | **51 to 100 Kms** |  |
| **3.** | **101 to 250 Kms** |  |

**Signature of Transporter with seal**

**Demurrage Charges – will be paid on case to case basis beyond 15 days.**