

**MINISTRY OF HEALTH & FAMILY WELFARE,
GOVT. OF INDIA, NEW DELHI**

**INVITATION OF BIDS
FOR**

**SALES OF EXCAVATED EARTH AT PASTEUR
INSTITUTE OF INDIA, COONOOR**

**INSTRUCTIONS TO BIDDERS
AND
CONDITIONS OF CONTRACT**

FEBURUARY 2014



HLL LIFECARE LIMITED
INFRASTRUCTURE DEVELOPMENT DIVISION
'ADARSH', TC:6/1718, VETTAMUKKU, THIRUMALA PO
THIRUVANANTHAPURAM- 695 006

Phone : 0471-2365872/873

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Tender no. : HLL/ID/CO/2013-14/01

MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA

February 17, 2014

SALE NOTICE

HLL Lifecare Limited, for and on behalf of Ministry of Health & Family Welfare, Government of India invites sealed bids from interested bidders for the sale of Excavated earth at Pasteur Institute of India, Coonoor. The details regarding the Reserve Price, Security Deposit, Conditions of Sale and Bid Submission are available at the HLL Lifecare Limited website www.lifecarehll.com from 19/02/2014 .The last date of submission of bids is 26/02/2014.

Prospective bidders are advised to regularly scan through the HLL Lifecare Limited Website as corrigendum/amendments etc., if any, will be notified on HLL LIFECARE LIMITED Website only and no separate advertisement shall be made for this.

DGM(CIVIL)
HLL Lifecare Limited
CHENNAI

MINISTRY OF HEALTH & FAMILY WELFARE GOVERNMENT OF INDIA

SALE NOTICE Dated February 17, 2014

HLL Lifecare Limited, for and on behalf of Ministry of Health & Family Welfare, Government of India invites sealed bids from interested bidders for the sale of excavated earth at Pasteur Institute of India, Coonoor.

1. The Reserve Price & Approximate quantity is as given below:

UNIT Reserve Price (inRs.)	APPROXIMATE QUANTITY	Security Deposit (inRs.)	Last Date & Time for Submission of Bids
30.00 PER CUM	4750 CUM	25% OF QUOTED AMOUNT	26/02/2014 at 3pm

2. The quantities indicated are approximate and sale shall be on “LUMP SUM” & “AS IS WHERE IS BASIS” for each lot.
3. The items can be inspected between 10.00 AM and 4.00 PM on any working day from 19/02/2014 at Pasteur Institute of India, Coonoor with prior permission of the Deputy Manager (Civil), HLL Lifecare Limited, C/o.Pasteur Institute of India, Coonoor. Deputy Manager (Civil) can also be contacted on mobile no. 09489772897.

Prospective bidders are advised to regularly scan through the HLL Lifecare Limited website as corrigendum/amendments etc., if any, will be notified on HLL Lifecare Limited website only and no separate advertisement shall be made for this.

DGM (Civil)
HLL Lifecare Limited
CHENNAI

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA**

NOTICE INVITING TENDER
Pasteur Institute of India, Coonoor

HLL Lifecare Limited on behalf of Pasteur Institute of India invites bids for sale of Excavated earth at Pasteur Institute of India, Coonoor.

Sl No.	Name of work	Details	Reserve Price (In.Rs)
1	Sale of Excavated earth at Pasteur Institute of India, Coonoor	Approximately 4750 cu.m	30 per cu.m

The tender documents can be downloaded from the HLL web site www.lifecarehll.com from 19/02/2014 onwards.

DGM (Civil)

INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

“**SELLER**” means –**HLL Lifecare Limited** acting for and on behalf of **Ministry of Health & Family Welfare, Government of India**

2. In these documents, wherever the work Tender/Tenderer/Tendering has been used, the same may be considered synonymous with Bid/Bidder/Bidding.

3. COST OF BIDDING

- a. The Bidder shall bear all the costs associated with the preparation and submission of his Bids and the Seller will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. SITE VISIT

- a. The Bidder is advised to acquaint himself with the job involved, visit the site and inspect the excavated earth kept in site.
- b. The cost of visiting the site and collecting information for the purpose of submission of the Bid shall be to the Bidder's Account.
- c. The Bidder and any of his personnel or agents will be granted permission by the Seller to enter upon the site for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents will release and indemnify the Seller and Seller's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

5. BID DOCUMENTS

- a. The Bid Documents shall comprise only one Volume.
- b. The bidder is expected to examine carefully all instructions, conditions, forms, terms, etc. in the Bid Documents. Failure to comply with the requirements of the Bid Documents will be at the Bidders own risk.

- c. At any time prior to the dead line for submission of Bids, the Seller may for any reason, whether at his own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid documents by amendment.
- d. The amendment will be uploaded on the HLL Lifecare Limited website www.lifecarehll.com not later than 3 days prior to the original or extended deadline for submission of Bids, and will be binding upon all the prospective bidders.
- e. In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Seller may, at his discretion, extend the deadline for the submission of Bids.

6. LANGUAGE OF BID

- a. The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Seller shall be written in the English Language.

7. BID PRICES

- a. The Bidder shall fill the rate for each Cubic Meter both in words and figures in the blank spaces provided in the respective column in the prescribed format given at Annexure III.
- b. Corrections, if any, shall be made by crossing out, initialling, dating, stamping and rewriting.
- c. Applicable Statutory Taxes (VAT, Income Tax, etc.), if any, shall be paid by the buyer over and above the quoted amount.

8. BID VALIDITY:

- a. The Bid shall remain valid and open for acceptance for a period of 60 days from the last date fixed for receiving the same.

9. SECURITY DEPOSIT:

- a. The bidders shall furnish, as part of his Bid, a Security Deposit equivalent to 25% of the amount quoted by the bidder.
- b. The Security Deposit shall be in the form of Pay Order/Demand Draft from a scheduled bank in favour of "HLL Lifecare Limited" payable at Thiruvananthapuram.

- c. Any Bid not accompanied by an acceptable Security Deposit will be rejected straightaway.
- d. The Security Deposit of the unsuccessful Bidders shall be returned as promptly as possible, but not later than 30 days after the expiration of the Bid Validity prescribed by the Seller.
- e. The Security Deposit shall be forfeited
 - i. If a Bidder withdraws his Bid during the period of Bid Validity.
 - ii. In case of the successful Bidder, if he fails to deposit the Balance Amount of the amount quoted within 72 hours of the receipt of notice of the acceptance of the Bid. The Bidder shall be debarred from bidding in future.
- g. No interest will be payable by Seller on the Security Deposit amount cited above.

10. FORMAT AND SIGNING OF BID

- a. The Bid shall be typed or written in indelible ink and duly signed by a person authorised to bring the Bidder to the Contract.
- b. All pages of the Bid shall be initialled and stamped
- c. The complete Bid shall be without alterations, interlining and erasures except those to correct errors made by the Bidder in which case such correction shall be initialled by person signing the Bid.

11. SUBMISSION OF BID

- a. The Bid shall be submitted along with the following documents
 - i. Bid Document duly signed and stamped.
 - ii. Bid Form as per Format given at Annexure II – duly filled, signed and stamped
 - iii. The Security Deposit as indicated at Serial No.9 above shall be submitted as a separate Demand Draft/Pay Order.
 - iv. Attested copy of Income Tax Pan Number
 - v. PRICE BID as per Format Given at Annexure III-duly filled, signed and Stamped.
- b. The Bidder shall seal the BID in an Envelope and addressed to Deputy Manager(Civil), HLL Lifecare Limited and delivered to the office of the Pasteur Institute of India, Coonoor before the due date and time for submission of bids.
- c. The Envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened, if required.

- d. All recipients for the purpose of submitting a Bid shall treat the contents of the documents as private and Confidential.

12. DEADLINE FOR SUBMISSION OF BIDS

- a. Bids must be received at the Office of the Deputy Manager (Civil)HLL Lifecare Ltd, C/o.Pasteur Institute of India, Coonoor **on or before 15:00hrs on 26th February, 2014.**
- b. The Seller may, at his discretion, extend the deadline for the submission of Bids through the issuance of an amendment in accordance with Clause 5 in which case all rights and obligations of the Seller and the Bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- c. LATE BID: Any Bid received after the prescribed deadline for submission will be liable to be rejected and will be returned unopened to the Bidder.

13. MODIFICATION AND WITHDRAWL OF BID

- a. No Bid may be modified subsequent to the submission of the bid.

14. BID OPENING & EVALUATION:

- a. The Bids shall be opened at 3.30 PM on the same day in the office of the Deputy Manager (Civil), HLL Lifecare Limited, C/O Pasteur Institute of India, Coonoor on the same day of the last date of submission of bids in the presence of the Bidders or their authorized representatives who may wish to be present.
- b. Bidders who have submitted the stamped and signed bid documents without any conditions/reservations and the requisite amount of Security Deposit as detailed at para 1 above only shall be eligible. The other bids shall be considered as non-responsive and rejected.
- c. The Security Deposit submitted by the bidders shall be verified with the requirements as of this Bid Document.
- d. The unit price quoted by the eligible bidders shall be read out.
- e. The Bid of a Bidder who has not complied with any of the instructions contained herein may not be considered.
- f. Only offers complying with the Bid requirements and complete in all respects shall be considered.

15. PROCESS TO BE CONFIDENTIAL

- a. After the public opening of Bids, information relating to the examination, clarification,

evaluation and comparisons of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- b. Any effort by the Bidder to influence the Seller in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the Bidder's Bid.

16. DETERMINATION OF ELIGIBILITY & RESPONSIVENESS

- a. The Seller will determine whether the Bid is substantially responsive to the requirements of the Bid documents.
- b. For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid documents without any deviation or reservation.

17. CORRECTION OF ERRORS

- a. Bids, determined to be substantially responsive will be checked by the Seller for any arithmetical errors in computation and summation. Errors will be dealt by the Seller as follows:
 - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- b. If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

18. EVALUATION AND COMPARISON OF BIDS

- a. The Bid evaluation and Comparison shall be done.
- b. Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, will be evaluated. Other non-responsive Bids will be rejected.
- c. Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- d. Evaluation of the Bids will take into account, in addition to the Bid amounts, the Arithmetical errors corrected in accordance with Clause 17.

19. AWARD OF CONTRACT

a. AWARD CRITERIA

- i. The Award of Contract shall be done as follows.
- ii. HLL Lifecare Limited will Award the Contract after to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the highest evaluated Bid..

20. HLL Lifecare Limited reserves the right to accept or reject any Bid including the highest and to annul the Bidding process and reject all Bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for such action by the MoHFW/HLL.

21. NOTIFICATION OF AWARD

- a. Prior to the expiration of the prescribed period of Bid Validity, the Seller will notify the successful bidder by cable or telex or letter confirmed in writing by registered letter that his Bid has been accepted.
- b. The Notification of Award will constitute the formation of the Contract.

22. CONDITIONS OF SALE:

- a. The Successful Bidder shall pay the balance of the Bid Amount, i.e., Accepted Amount less the Security Deposit for the, within 72 hours of receipt of notice of the acceptance of the bid to the Seller vide Demand Draft/Pay Order drawn on a scheduled Bank in favour of "HLL Lifecare Limited." payable at Thiruvananthapuram. Cash/Cheques will not be accepted under any circumstance.
- b. In case of the successful bidder's failure to deposit the full bid amount in time, the Security Deposit by the bidder shall stand forfeited and no claim whatsoever will be entertained. The bidder shall be debarred from bidding in future.
- c. Applicable Statutory Taxes (VAT, Income Tax, etc.), if any, shall be paid by the buyer over and above the quoted amount.
- d. The sale shall be on "AS IS WHERE IS BASIS" and no claim whatsoever shall be entertained regarding this.

23. REMOVAL OF AUCTIONED EARTH:

- a. As for as possible, auctioned earth must be removed by the buyer within 3 days from the date of acceptance of bid. However, the earth will be allowed to be removed only after payment of balance amount of the bid money.
- b. As soon as the full amount of the bid money is made good by the buyer, he would acquire

his lien in the auctioned earth. and it will be his /responsibility to guard against any loss by the way of pilferage, erosion or any other unforeseen calamity and no claim on this account shall be entertained.

- c. The earth will be removed from site in presence of the buyer himself or agent duly authorized by him in writing on his behalf.
- d. The buyer will clean the area after removal of the material from site.
- e. If the buyer bidder does not vacate the site within three days, the seller may confiscate the balance materials lying at the site
- f. All labour, tools and equipment for loading the items from site to buyer's trucks and carting away shall be at the cost of the buyer.
- g. The buyer shall follow all applicable laws and rules pertaining to his work and labor employed.
- h. The job shall be done without damaging the premises/roads/drains/etc. The buyer shall make good the damages, loss, etc., in the event of any occurrence otherwise.

Details

S.No	Name of Equipment/Plant/ Material	Nos.	Details	Reserve Price (In Rs.)	Security Deposit (In Rs.)
1.	Excavated earth	1	Approximately 4750 CuM	30 per CUM	25% of quoted amount.

BID FORM

Bid No.

Date : ___/___/2014

To

Deputy Manager (Civil)
HLL Lifecare Ltd.
C/o. Pasteur Institute of India
Coonoor-643103
Nilgiris

Dear Sir,

Having examined the Instructions to Bidders and Conditions of Contract, we, the Undersigned, offer to purchase the excavated earth lying in the campus of Pasteur Institute of India, Coonoor in conformity with said conditions of Sale and in accordance with the unit price attached herewith and made part of this Bid. We have read the Instructions to Bidders and Conditions of Contract and accept the same without any deviation.

We undertake, if our Bid is accepted, we will execute the work in accordance with, time limits & terms and conditions stipulated in the Bid document

If our Bid is accepted, we shall make the payments as per the conditions mentioned in the Conditions of Contract.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We agree that this Bid together with your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this _____ Day of _____ (the year) _____

Signature of authorized Signatory in capacity of _____.

Duly authorized to sign the bid for and on behalf of _____.

Witness _____

Address _____

Signature _____

PRICE BID

Date : __/__/2014

Description	RESERVE PRICE per Cubic Meter (In Rs.)	RATE QUOTED PER CUM	
		In figures (In Rs.)	In Words (in Rs.)
4750 Cum of Excavated Earth	30		

Date:

Signature of Bidder (_____) .

Name of Bidder: _____

Address of Bidder: _____

Seal of Bidder

DETAILS OF SECURITY DEPOSIT SUBMITTED

Date: __/__/2014

Description	DETAILS OF SECURITY DEPOSIT SUBMITTED			
	Amount (in Rs.)	DD/Pay Order No.	Dated	Drawn on
Excavated Earth				

Date:

Signature of Bidder (_____) .

Name of Bidder : _____

Address of Bidder: _____

Seal of Bidder