

Tender Document for Supply and Installation of Attendance Recording System

Tender No: HLL/CHO/HR/2017-2018/TENDER/001 Dt: 07.11.2017



HLL Lifecare Limited

(A Govt. Of India Enterprise)

**HLL Bhavan, Poojappura,
Thiruvananthapuram -695012**

Kerala, India

Tel:+0471 2354949, 2355426, 2350961, 2356352.

Website – www.lifecarehll.com

HLL LIFECARE LIMITED

(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
Tel: +91 471 2354949, 2355426.
Website – www.lifecarehll.com

Tender for the Supply and Installation of Attendance Recording System

IFB No	:	<i>HLL/CHO/HR/2017-2018/TENDER/001 Dt: 07.11.2017</i>
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	07.11.2017, 10.00 HRS
LAST DATE FOR SALE OF TENDER DOCUMENT	:	20.11.2017, 14.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	20.11.2017, 14.30 HRS
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	21.11.2017, 15.00 HRS
DATE AND TIME OF OPENING OF FINANCIAL BIDS	:	21.11.2017, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	Vice President (HR) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : rbdhr@lifecarehll.com

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SECTION - I

NOTICE INVITING TENDER

Tender for supply and Installation of Attendance Recording System.

HLL Lifecare Limited (HLL), a Mini Ratna (Schedule B) Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Govt. of India, invites an open tender under two bid system from interested manufacturers / authorised agents/authorised distributors for supply and installation of attendance recording system (hereinafter referred as 'item').

The tender is being invited on two bid system, where Technical Bid and Commercial Bid shall be submitted in two different envelopes clearly indicating the title of the same.

The details of item, item specifications and terms & conditions etc. are given in Tender documents. The same can be obtained from our office on any working day between 11:00 AM to 3:30 PM by paying Rs.1,000/- by Cash / DD (inclusive of ST) drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website www.lifecarehll.com. However cost of Tender documents i.e. Rs.1,000/- by D.D. shall be given with the Technical Bid.

Last date for Receipt of Technical & Price bid	20.11.2017 (14: 30 Hrs.)
Opening of Technical Bids	21.11.2017 (15: 00 Hrs.)

We request you to submit your sealed techno-commercial bids for the item. Sealed bids are to be submitted by the closing date i.e. before 14.30 Hrs on 20.11.2017. The technical bids will be opened as scheduled in the presence of the bidders, who opt to be present.

In the event of 20.11.2017 being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment of Tender document cost, Earnest Money Deposit as per rules (upto their monetary limit).

In case you need any further information, please feel free to contact the undersigned on E-mail: rbdhr@lifecarehll.com . Tel: +0471 2354949. Website – www.lifecarehll.com.

The details of item, specifications and terms & conditions etc. are given in Tender document. Tender documents can be downloaded from our website www.lifecarehll.com.

SECTION-II
Bid Data Sheet

Address for Communication	Vice President (HR) HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – rbdhr@lifecarehll.com Website – www.lifecarehll.com
Bid validity	24 Months from the date of opening the financial bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.
Date of publishing of bid	07.11.2017, (10.00 Hrs).
EMD	Rs 20,000/- (Twenty Thousand Only).
Dead line for submission of Technical and Price Bids	20.11.2017 (14:30 Hrs.) <i>(at the office of the Vice President (HR), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram):</i> Any bid received after the bid submission deadline prescribed in the bid, will be rejected.
Date, time and place of opening of bids	21.11.2017 (15:00 Hrs.) at HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India
Date, time and place of opening of Price bid of qualified vendors	Will be informed later

SECTION- III BACKGROUND NOTE

1. Company Background

HLL Lifecare Limited (HLL) is a Mini Ratna (Schedule B) Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL Lifecare Limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under the Ministry of Health and Family Welfare. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin is the moulding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Hydrocephalus Shunt, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters etc. The company has a wide network of stockiest and retail outlets spread across the length and breadth of the country to market its products. HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centers and procurement consultancy services.

HLL provides the perfect answer to many questions that the world faces in healthcare, thanks to its extensive experience, innovative technologies and ample resources which today reach over 115 countries spanning the seven continents. Its consultancy services and products are part of the global healthcare packages of international agencies such as UNPFA, UNOPS, UNHCR, WHO, PSI and IDA. As a company under MoHFW, HLL partners and executes various government programmes which directly benefit the public in day to day life in health care sector.

HINDLABS, AMRIT Pharmacy, HLL Pharmacy & Surgicals are the brands that comes under Healthcare Services Division and Retail Business Divisions which offers a wide range of quality services at affordable rates. The services offered includes radio diagnosis and imaging centres, complete range of path lab services, specialist pharmacy and retailing of surgical implants, surgical consumables, essential lifesaving drugs, ophthalmic medicines and accessories and management services for diagnostic centres.

AMRIT (Affordable Medicines and Reliable implants for Treatment) was launched to offer medicines for cancer and cardio vascular diseases and supply of Cardio vascular implants at discounted rates at AIIMS institutions. Now for AMRIT outlets we are signing MOU with the hospitals for the entire range of pharma products, implants and surgicals

We have currently more than 100 retail outlets across India - 17 Lifecare Centres selling branded medicines, surgicals and implants and 4 generic pharmacy outlets. All Lifecare centers are located in Govt. Medical Colleges and District hospitals .In addition to this we have more than 85 AMRIT outlets operating in AIIMS /AIIMS like institutes/Govt Hospitals.

Healthcare Services Division of HLL is operating HINDLABS Diagnostic Centers on PAN India Basis which provides Affordable and Reliable services in the area of Medical Imaging and Medical Laboratories. It has setup MRI, CT, Ultrasound Scan Centers, Diagnostic labs and Specialty Clinics.

Now, HLL has been selected by Maharashtra & Assam National Health Missions (NHM) for undertaking FREE DIAGNOSIS PROGRAM (FDP). Through FDP, all the patients of District and Sub-District Hospitals, Community Health Centres and Primary Health Centres can avail FREE DIAGNOSIS TEST as required and prescribed by the Govt. Doctors. For this HLL is setting up 110 labs & 28 labs in the State of Maharashtra and Assam respectively.

2. Scope

1. Scope of the tender includes supply and successful installation of Attendance Recording System to HLL Pharmacies and Diagnostic Centers / other offices of HLL all over India as per the purchase order issued by HLL.
2. Bidders must ensure strict compliance to all statutory regulations and quality standards.
3. Attendance recording system should have biometric readers and should have an internal memory for minimum 2500 punch data recording.
4. Attendance recording system should work even in case of power failures.
5. Attendance software should provide all latest MIS reports (Daily, Weekly, Monthly & Yearly) including Working time, Late, Overtime-Hours, Muster data for payroll, Absence data, Mispunch Data, Leave reports etc as per SAP system payroll requirements and the same should be integrated with SAP Time Module.
6. Shift Scheduling application with dynamic / auto shift scheduling/ recording option should be provided.
7. Web based server & login for punching data transfer and employee records/login are mandatory.
8. Employee Self Service module and Manager self Service Modules should be provided for all the employees and Managers respectively.
9. Bidders to provide annual maintenance (AMC) for a period of three years after the warranty period. The AMC amount shall also be mentioned during the tender submission.

Original manufacturers/authorized agents/Distributors are allowed to participate in the Tender. Manufacturer's authorization form in original may be submitted by participating authorized agents / authorized Distributors

3. Minimum Eligibility Criteria

1. Bidders shall enclose as part of its Bid, relevant details and documents establishing its eligibility and qualification to perform the contract as detailed in tender document. Necessary documentary evidence needs to be submitted to establish that the bidder has the adequate capability to notice inviting tenders for selection for supply and installation of Attendance Recording System to HLL Pharmacies and Diagnostic Centers / other offices of HLL all over India as per the purchase order issued by HLL.
2. Original Manufacturer shall have minimum average CLIENTELE of 100 companies during the last three years i.e. 2014-2015, 2015-16 and 2016-17 will only be eligible for participation. Weightage may be given for those having more years of market experience. In case of bid by authorized Agent/ authorized Distributor, Manufacturer's authorization certificate must be attached with the bid submitted.

- 3 Bidders having a minimum consolidated turnover of Rs.1,00,00,000 (1 Crore) annually during the last 3 financial years. Bidders must submit their audited Balance Sheet, profit and loss account for proceeding three financial years i.e. 2014-15, 2015-16, 2016-17 supporting their turnover.
- 4 Bidder should have at least Rs.10,00,000 (10 Lakhs) net worth in the last audited financial year. In the absence of such net worth, the bidder shall provide proof of capital adequacy by providing documents of a fixed deposit for period of 2 years without lien of any form from nationalized bank in the name of the bidder for an amount not lower than 10 Lakhs as on the date of submission of bid.
- 5 In support of criteria mentioned in 3 and 4, bidder shall submit certificate from a practicing Chartered Accountant
- 6 The Bidder should possess the required valid licences in his name.
- 7 The Bidder should provide certificate from Minimum 5 Clienteles certifying supply and successful installation of Attendance recording system across India.

3. Submission of documents

1. Sealing and Marking of Bids

- a) The Bidder shall prepare, seal and submit in **separate packets** the following
 - **Technical Bid**
 - **Financial Bid**

Bid shall contain the Technical Bid and Price Bid in **separate envelopes**, after duly marking the envelopes as **TECHNICAL BID** and **FINANCIAL BID** for Supply and Installation of Attendance Recording System.

All the above envelopes shall then be sealed in an outer envelope, duly marking the envelope as BIDS FOR IFB No. HLL/CHO/HR/2017-2018/TENDER/001 Dt:

i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and

- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required, HLL will assume no responsibility for the bids misplacement or premature opening.

OTHER DOCUMENTS TO BE SUBMITTED ALONG WITH BID :

- I. Signed copy of Tender Document (all pages of Bid documents to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- II. Duly filled, signed and sealed forms as per the Annexures of the tender document.
- III. Power of attorney in Rs 300/- in non-judicial stamp paper duly notarized by the authorized signatory to sign and submit the bid documents.
- IV. Sales Tax Clearance certificate (self-attested copy).
- V. Copy of PAN Card.(self-attested Copy).
- VI. GST Registration Certificate
- VII. Detail of Bidder's firm including number of staff, turnover and years in business etc.
- VIII. Documentary proof for establishing the minimum average CLIENTELE of 100 companies during the last three years i.e. 2014-2015, 2015-16 and 2016-17.

- IX. Certificate of incorporation / Memorandum of Article (self-attested copy)
- X. Last 3 financial years audited Profit & Loss, Balance Sheet duly certified by Chartered Accountant.
- XI. EMD as per tender document.
- XII. Tender Fee as per tender document.
- XIII. Integrity Pact as per annexure 6 of the tender document.

2. **Deadline for Submission of Bids**

Bids must be received by HLL at the address specified in the tender not later than the time and date stated in the tender. HLL may, at its discretion, extend this deadline for submission of bids in which case, all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended

3. **Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the tender, will be rejected and returned unopened to the Bidder.

4. **Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

1. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
2. The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
 - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
3. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
 - a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
5. HLL may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents for any other reasons, in which case all rights and obligations of the HLL and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in HLL website.
6. HLL will not be held responsible for the postal delay, if any, in the delivery of the tender document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
7. HLL reserves the right to change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

SECTION –IV

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Ethical Standard

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

1.2 For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL will in no case be responsible or liable for those costs.

3. Clarification of Tender Documents

3.1 A prospective Bidder requiring any clarification of the Tender Documents may notify HLL in writing, or by fax at HLL's mailing address or email indicated in the Invitation for Bids. HLL will respond in writing to any request for clarification of Tender Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by HLL.

3.2 During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4. EMD of Tender documents

4.1 At any time prior to the deadline for submission of bids, HLL may, for any reason, modify the Tender Documents by amendment in company's (HLL) website only (www.lifecarehll.com).

4.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, who have purchased the Tender Documents and will be binding on them.

Preparation of Bids

5. Language of Bid

All correspondence and documents related to the bid shall be in English.

6. Documents Accompanying the Bid

6.1 For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as "Original Bid" and "Copy" as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialled by the person signing the bid.

6.2 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two, price quoted in words shall be considered.

7. Bid Form and Earnest Money Deposit(EMD)

7.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the tender documents, indicating the items to be supplied and their country of origin, quantity and prices.

7.2 Bidder shall furnish, as part of its bid, EMD as mentioned below.

EMD Amount	Validity
Rs 20,000/-	For six months from the date of opening of Technical Bid.

7.3 The EMD is required to protect HLL against the risk of Bidder's conduct which would warrant the security's forfeiture.

7.4 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -

- a bank guarantee issued by a nationalized bank or
- Account payee Demand draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram

7.5 Any bid not secured in accordance with the tender will be rejected by HLL as non-responsive.

7.6 Unsuccessful bidder's EMD's will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by HLL.

7.7.1 The EMD may be forfeited: -

- If a Bidder:
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - Does not accept the correction of errors pursuant.
- in the case of the successful Bidder, if the Bidder fails:
 - to sign the contract in accordance with Clause.

8. Financial Bid

The Price Bid must be prepared in accordance with the instructions specified below:

- The Price must be quoted in accordance with Annexure- 2 attached.
- The total price must include all costs associated with the execution of the contract including taxes, levies, duties, freight, insurance etc. AMC charges for two years after the warranty period on Door Delivery basis at HLL Pharmacies and Diagnostics Centres / Other offices of HLL anywhere in India also shall be quoted.

After evaluation of the technical bids, the Financial bids of the bidders who have qualified in the technical evaluation only will be opened.

8. Period of Validity of Bid

Bid shall remain valid up to 24 Months from the date of opening the financial bid.

10. Fixed prices:

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Twenty four months (can be extendible) from the date of opening of the price bid and not subject to any variations on any account during this period.

11. Mandatory documents to be submitted along with Technical bid

- I. Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions.
- II. Duly filled, signed and sealed forms as per the Annexures of the tender document.
- III. Power of attorney in Rs 300/- in non-judicial stamp paper duly notarized by the authorized signatory to sign and submit the bid documents.
- IV. Sales Tax Clearance certificate (self-attested copy).
- V. Copy of PAN Card (self-attested copy).
- VI. GST Registration Certificate.
- VII. Detail of Bidder's firm including number of staff, turnover and years in business etc.
- VIII. Documentary proof for establishing the minimum average CLIENTELE of 100 companies during the last three years i.e. 2014-2015, 2015-16 and 2016-17.
- IX. Certificate of incorporation / Memorandum of Article (self-attested copy).
- X. Last 3 financial years audited Profit & Loss, Balance Sheet duly certified by Chartered Accountant.
- XI. EMD as per tender document.
- XII. Tender Fee as per tender document.
- XIII. Undertaking for replacement of complaint / defective items as Annexure 4.
- XIV. Integrity Pact as per annexure 6 of the tender document.

12. HLL's Right to Accept or reject any or all Bids

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof

13. Bid Opening and Evaluation

Opening of Bids by HLL

- a) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

14. Evaluation of Bids

- a) HLL will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid, the price bid of the bidders who are disqualified at the technical evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.
- b) HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. HLL will ensure that each bid is from an eligible Bidder.
- c) Arithmetical errors will be reviewed on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid

will be rejected.

- d) HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- e) For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.

15. Performance Security:

After finalization of the tender, successful bidder should furnish Performance Security in the form of Bank Guarantee from nationalized bank to HLL for an amount equal to 10% of the total value of purchase order per State valid up to 365 days beyond the date of completion of all obligations by the supplier. Performance security must be submitted within 10 days from date of award of confirmed order, failing which the EMD submitted shall be forfeited. Bidders has an option to convert EMD to performance security subject to the performance security amount.

Performance security shall be submitted within 15 days from date of award of confirmed order. Performance security will be released 3 months after the expiry of the contract period subject to applicable deductions

16. Period of Validity of Bid

Bid shall remain valid up to 24 months from the date of opening the financial bid. However, HLL reserves the right to extend the Price validity by another 12 months or for further period based on mutual agreement.

17. Prices

The items to be supplied and installed are based on the Hardware/Software composition required by HLL. Manufacturers/ authorized agents/ authorized Distributors are to submit price bids as per Annexure-2 for their item in a separate sealed cover.

18. Fixed prices:

The prices quoted by the bidder shall remain firm and fixed during the bid validity period which would be one year (can be extendable) from the date of opening of the price bid and not subject to any variations on any account during this period.

19. Terms of Payment

Payment will be released within 60 days of supply and successful installation at the prescribed location. The amount shall be paid by HLL in Indian Rupees.

20. Delivery Terms

The attendance recording system must be delivered and successfully installed at the prescribed locations within 15 days of issue purchase order by HLL. The bidder has to abide by delivery schedule strictly. HLL reserves the right to impose the penalty @ 0.50 % per week of delay to a maximum of 20%.

21. Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by concerned authorities, in connection with the items to be supplied and services to be rendered under the Contract. Income Tax and Other Taxes as applicable at the time of execution of contract or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

22. Inspection:

The bidder should submit each attendance recording software installation report within 30 days of purchase order.

23. Replacement of Defective Supply:

If attendance recording system is found to be defective by HLL, Bidder must replace the defective attendance recording system free of cost within 10 days of intimation by HLL.

24. Contacting HLL

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

25) Integrity Pact

26) Notification Of Award

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

27) Signing Of Contract

27.1 At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form and the contract is to be executed between the Bidder and HLL within 10 days of acceptance of LOA by the bidder.

27.2 Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 200/-, sign with date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder shall also be liable to pay EMD amount as damages to HLL.

SECTION - V

CONDITIONS OF THE CONTRACT

1. SETTLEMENT OF DISPUTES

1.1 Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Arbitration

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a sole arbitrator to be appointed mutually for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the Sole Arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

1.3 No suspension of work

The obligations of HLL and the bidder shall not be altered by reasons of conciliation / arbitration being conducted during the progress of supplies. Both the parties shall be continue to perform the obligations of the contract and payments to the bidder if any shall be made in terms of the contract by HLL even during conciliation/arbitration proceedings.

1.4 Award to be binding on all parties

The award of the Sole Arbitrator, shall be final and binding on all parties.

1.5 Jurisdiction of Courts

Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

2. BIDDERS RESPONSIBILITIES

- a. The bidder must supply and install successfully the Attendance recording system within 15 days of receipt of Purchase order from HLL.
- b. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government concerned authorities that are necessary for the performance of the Contract.
- c. The bidder/bidder's representative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchase orders.
- d. The bidder must provide weekly reports to HLL with respect to the supplies affected, supplies in transit, orders to be executed. For all the supplies affected the bidder must provide the details and time of dispatch and the time of delivery at HLL outlets. The reports provided should be substantiated with documents such as invoices, GRN copies, and transport details.
- e. The Successful bidder shall comply with all laws in force in India.

3. Major Responsibilities of Bidder

- f. The bidders have to supply the items as per the delivery schedules and quantity mentioned in the Purchase Order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective purchase orders.
- g. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all concerned authorities that are necessary for the performance of the Purchase Order.

- h. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder.

4. Notification of Award

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award will constitute the formation of the Contract.

5. Termination

HLL reserve right to terminate/ cancel the Purchase Order at any time for any reason by giving the Bidders a thirty days (30) notice of termination.

6. FORCE MAJEURE:

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within seven (7) days after the occurrence of such event.

7. CONFIDENTIALITY:

This contract, its provisions and existence as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party. All such information shall be used by the other party only for the performance of this contract.

The restrictions here-in-above shall not apply to any information generally available to public or received in good faith from a third party without restriction. The parties hereby agree to keep as confidential all documentation furnished or received by either party at any time in connection with this contract. This provision as far as practicable shall apply to all the concerned officers of either party. This clause shall survive upon termination of this contract.

8. OTHER CONDITIONS:

The bidder shall not have the right to assign to any party except its subsidiaries/ associates/ joint ventures its rights and obligations arising out of this contract in connection with it without the prior written consent of HLL Lifecare Limited.

- I. HLL Lifecare Limited reserves its right either to select or reject any offer without assigning any reasons.

9. TERMINATION

HLL may at any time terminate the Contract for any reason by giving the Bidder thirty days (30) notice of termination.

Annexure-1

DECLARATION

I/We Son of _____ residing
at _____ (Complete Home Address) do
solemnly affirm and declare:

- 1 That, I am sole proprietor of M/S _____
(Complete Address of the Firm).
2. That, in case of any Attendance Recording System becomes not fit for use within it's warranty life
,the same will be replaced by me immediately at free of cost .
3. My firm is Manufacture/Authorised agent/ authorised Distributor for the Attendance Recording
system, for which I have enclosed in the price list.(attach Photocopies of dealership certificate)
4. My firm has the license No _____ dated _____ Valid
till _____. Photocopy of the same is enclosed.
5. My firm has valid VAT, TIN /GSTN registration bearing No _____. Photocopy
of the same is enclosed for confirmation.
6. My firm is regular income tax payer and allotted with PAN card bearing No
_____.Photocopy of the same enclosed for confirmation.
7. My firm is willing to supply the attendance recording system as per the HLL approved price list.
8. That while abiding all the rules and regulations of your organization that may be framed from
time to time ,I/We will provide prompt and effective services.
9. That, if any Attendance recording machine supplied by us is not used within 180 days from
supply, it will be taken back against credit note.

I/We _____ declare that all the
statements and certificates submitted by me/us are true and correct to the best of my/Our
knowledge and belief .If the above given information is found false at a later date ,I/We will be
liable for legal action and can be blacklisted .

Place:

Date:

(Signature of the owner of the firm with seal)

Price Schedule for Supply and installation of Attendance Recording System, HLL-Anywhere in India.

Validity of Quotation / Tender: 12 months from the Date of Opening of Price Bid

SCHEDULE -I (Under GST regime)

SI.No	SI No(In Tender doc)	Composition	Brand Name (if any)	Manufacturer	Packing Mode	Total Qty Offered	UOM	Basic Rate(Rs)(A)	GST(Rs)(B)	GST %	AMC Charges for two years after the warranty period	Net Unit Rate Inclusive of all Taxes and Duties and AMC charges

SCHEDULE -II (Under non GST regime)

SI.No	SI No(In Tender doc)	Composition	Brand Name (if any)	Manufacturer	Packing Mode	Total Qty Offered	UOM	Basic Rate(Rs)(Inclusive of Applicable Tax)	TAX(Rs)VAT/CST(B)	VAT/CST %	Other charges incl AMC charges (Rs) (if any, specify)	Net Unit Rate Inclusive of all Taxes and Duties and AMC charges

Date:
Place:

Signature of the Bidder with Seal:

- Bidders are requested to note that it is mandatory to quote both schedule I & Schedule II, failing which offers will be summarily rejected. However financial evaluation will be based on the applicable tax regime prevailing at the time of evaluation.
- Bidders are also requested to provide a soft copy of the price schedule in a CD along with Price envelope. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered for evaluation.
- Please indicate the price both in figures as well as in words.
- Net Price must be quoted in per lowest unit of measurement i.e. per Machine/Unit

Delivery Address: HLL LIFECARE LTD., HLL BHAVAN, POOJAPURA, THIRUVANANTHAPURAM-695012, KERALA.

BID FORM

Ref:
Date:

To,

Vice President (HR)
HLL Lifecare Ltd.

HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

Sub: Supply of Attendance Recording System.

Tender No.:.....

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, shall supply and install successfully the Attendance recording System in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall:

Commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 24 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for the product is firm and shall not be subject to any variation for the entire period of the contract.

We further declare that the above quoted prices include AMC charges for a period of two years after warranty period and all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for Supply and installation of Attendance Recording System to HLL outlets and offices all over India.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all terms and conditions of the Bid Document.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Annexure-4

UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE PRODUCT

To,

Vice President (HR)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby confirm and assure you, that the items supplied by us will meet all the quality standards and even if any quality complaint arises, we (name----) take the responsibility to take back the complaint items and replace and deliver fresh unit of attendance recording system to HLL at the prescribed location and successfully install them.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

Annexure-5

MANUFACTURER'S/DISTRIBUTOR AUTHORIZATION FORM

No. _____ Dated _____

To

Dear Sir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ Registered office at _____ possessing Manufacturing Licence No. _____, dated _____, valid upto _____ (copy enclosed) do hereby authorize M/s _____ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,

(Name)

for and on behalf of M/s _____

(Name of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**For and behalf of the firm
(Firm Name & Address)**