

**Re - Tender document for the Manufacture and Supply of
Automated Vending Machines (Mini Model)**

Under rate contract for 24 months

IFB No. HLL/MKTG/SD/2014-15/02 DT. 28.05.2014

HLL Lifecare Limited
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India
Tel: +0471 2354949, 2350959, 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, 2350959, 2350961, 2356352.
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(Mini Model) under rate contract for 24 months**

IFB No	:	HLL/MKTG/SD/2014-15/02 Dt. 28.05.2014
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	28.05.2014, 10.00 Hrs
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	10.06.2014, 13.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	10.06.2014, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	10.06.2014, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail: vgpillai@lifecarehll.com /hllsd@lifecarehll.com

The Bid Documents can be downloaded from our website www.lifecarehll.com. The bid documents are non transferable.

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INVITATION FOR BIDS (IFB)

IFB No: HLL/MKTG/SD/2014-15/02 DT. 28-05-2014

HLL Lifecare Ltd. hereby invites Sealed and superscribed tenders under Two bid system for the manufacture and supply of Automated Vending Machine (Mini Model) under rate contract for 24 months.

Schedule	Description	Quantity	
		2014-15	2015-16
I	Automated Vending Machine (Mini Model)	7000 Nos	13000 Nos

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 10-06-2014 by the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

- Interested eligible Bidders may obtain further information from the office of the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com, email – vgpillai@lifecarehll.com, hllsd@lifecarehll.com
- A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 09.30 Hrs to 17.30 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs.5250.00 (including taxes) in the form of DD drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram.
- The Tender Documents can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
- Interested eligible bidders may submit their bidding documents at the office of the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com. Bids will be evaluated for each item separately.
- All bids must be accompanied by the items/documents specified herein and must be delivered to the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c's Office on or before 10.06.2014, 14.30 Hrs. The bids (Technical Bids) will be opened on 10.06.2014 at 15.00 Hrs, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date 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 and Bid Security.
- The quantity mentioned above is only anticipated approximate quantity. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

SECTION I

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

HLL's is looking for vendors who can manufacture and supply automated vending machines (Mini Model). HLL has set an ambitious target of growing multi fold in Vending business in next three years extending the reach of its products across India and in premium markets across India.

A.INTRODUCTION

1. Eligible Bidders

- 1.1 Only primary manufacturers are eligible to participate in this tender.
- 1.2 The design and specification provided by HLL is exclusive for HLL only the same design/specification can't be used by the bidder for any other customer, during the course and till two year after the expiry of rate contract.
- 1.3 The bidder should have a minimum experience of 5 years in the field of manufacture and supply of the product.
- 1.4 Bidder should have good group financial background proven by balance sheet of five immediate previous financial years.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include the following sections:

- I. Instruction to Bidders (ITB)
- II. Qualification criteria
- III. Technical Specifications
- IV. Price Schedule
- V. Annexure – I to Annexure – IV

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a

bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have sought clarification against the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids
- 5.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and price bid respectively.

7.1 TECHNICAL BID

The technical bid shall consist of the following documents.

- I. Signed copy of Tender Document (all pages of Tender document to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- II. Duly filled and signed bid form as per the format given in Annexure I

- III. Power of attorney duly notarized to sign the bid document
- IV. Sales Tax Clearance certificate
- V. Copy of PAN Card / Exemption certificate from Income Tax Department.
- VI. Details of Bidder's firm including number of staff, turnover and years in business etc.
If a partnership company, details of the partners and a copy of the partnership agreement.
- VII. Brief about relevant similar past projects handled and past experience there on.
- VIII. ITRs for last five years duly certified by Chartered Accountant.
- IX. Certificate of incorporation / Memorandum of Article

7.2 PRICE BID

- a) Duly filled Price schedule as per section IV.

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

8. Bid Form and Bid security

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
- 8.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

Schedule	Description	Bid security Amount	Validity
I	Automated Vending Machine (Mini Model)	Rs. 100000/- (Rs. One Lakh Only)	For six months from the date of bid opening.

- 8.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 8.8.
- 8.4 The bid security shall be denominated in the currency of the bid and shall be in one of the following forms: -
 - (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section -XI or another form acceptable to the Purchaser
 - (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram
- 8.5 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 will be rejected by the Purchaser as non-responsive.
- 8.6 Unsuccessful bidder's bid securities 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 the Purchaser.
- 8.7 The successful Bidder's bid security will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to ITB clause 31.
- 8.8 The bid security may be forfeited: -

- (a) If a Bidder:
- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 20.2
- (b) in the case of the successful Bidder, if the Bidder fails:
- (i) to sign the contract in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The Unit basic price of the product as quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable.
 - (ii) Excise duty as applicable (ED) in percentage and amount.
 - (iii) Central Sales Tax as applicable (CST) in percentage and amount. Concessional C form will be provided.
 - (iv) Freight Charges for inland transportation to HLL Depot anywhere in India.
 - (v) Insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (vi) The total unit cost in figure and words. The total unit price will be the basis for evaluation.
- 9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. The price quoted will be valid for a period of two years from the date of opening of financial bid. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10. Bid Currencies

- 10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

- 11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.
- (a) That the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section III. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
- (ii) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments

12 .Documents establishing goods conformity to bidding documents

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (b) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for 60 days from the date of Financial bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 13.3 The purchaser reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the purchaser's action.

14. Format and Signing of Bid

- 14.1 The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney duly notarized accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or

persons signing the bid.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15 Sealing and Marking of bids

Separate bids shall be submitted for financial bid and technical bids.

15.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and 'FINANCIAL BID'. The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**ASSOCIATE VICE PRESIDENT (SD&CTD) i/c,
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: "DO NOT OPEN BEFORE" 15.00 Hrs. ON 10.06.2014"
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (c) If the inner and outer envelopes are not sealed and marked as required the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BIDS

16.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

18. Opening of Bids by Purchaser

- 18.1 The Purchaser will open all bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 10.06.2014 at the following location:

**HLL Lifecare Limited, HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- 18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 18.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bids" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the

inspection of the specimen sample of the goods. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

19.1 During evaluation of bids, the Purchaser 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 prices or substance of the bid shall be sought, offered or permitted.

20 PRELIMINARY EXAMINATIONS

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit 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 the bidder does not accept the correction of the errors, its bid will be rejected.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

21.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

21.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:

21.3 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies,

freight & insurance to HLL Depot / CFA anywhere in India.

22. CONTACTING THE PURCHASER

- 22.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.
- 22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

- 23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily
- 23.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

24. AWARD CRITERIA

- 24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.
- 27.2 The notification of award will constitute the formation of the contract

28 SIGNING OF SUPPLY AGREEMENT

28.1 The successful bidder has to sign a supply agreement, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 20 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

29. DELAYS IN DELIVERY OF GOODS

29.1 In the event of award of contract the bidder shall be able to provide a final sample product within 15 days of award of contract and start supply of goods within 30 days of release of orders. If the machines are not supplied within specified timeline penalty clause will be applicable as per clause 29.2.

29.2 The Purchaser shall without prejudice to its other remedies under the contract deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.5% of the price of delayed Goods per week or part thereof until actual delivery or performance, up to a maximum deduction of 5% of the contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

PAYMENT TERMS

30.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, – FOR anywhere in India.

30.2 The payments shall be released within 30 days from the date of delivery of goods in saleable condition. Test Reports are to be forwarded along with the original invoices.

30.3 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted the bid is likely to be rejected.

31 PERFORMANCE SECURITY

- i. The successful bidder is required to execute a security deposit in the form of Bank Guarantee / demand draft for Rs. 1,00,000.00 (Rupees One Lakh). This bank guarantee shall be valid up to 60 days after the completion of the contract period of 2 years. The Bank Guarantee shall be assigned in favour of HLL Lifecare Limited.

An amount of 5% shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder at the end of the defects liability period / warranty period. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

32 WARRANTY / SPARES / SERVICE / MANUALS

- ii. The bidder shall provide 1 year warranty. In lieu of on-site warranty, the bidder shall provide
 - a. Free spares worth 2% of the basic value of the machines supplied

- b. List of key spare parts along with the prices to be submitted along with the bid. HLL reserves the right to negotiate the spare part prices with the successful bidder
 - c. In case of persistent (more than 3 complaints) problems of similar nature, in any of the particular machine/location, the bidder shall depute its Engineer to ensure root-cause analysis of the failure
 - d. The bidder shall depute Engineers to various regional locations for training our Vending Franchise's from time – to – time as and when required.
 - e. The bidder shall provide one dedicated contact number for resolution on-line of problems in machines at sites
- iii. The bidder shall provide training manuals and operational manuals (in physical and electronic format)

SECTION II
ELIGIBILITY/ QUALIFICATION CRITERIA:

ELIGIBILITY/ QUALIFICATION CRITERIA:

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract. Necessary Documentary evidence needs to be submitted to establish that the bidder has adequate capability to manufacture and supply Vending Machines to fulfill the requirement under this IFB.

The minimum criteria to participate in this IFB are as under:

- 1). Bidders shall have minimum five years of experience of designing and manufacturing Vending machines. Relevant certified documents establishing supply of Vending machines in last five years (Minimum three orders, out of which two must be to government/semi government or leading corporate institutions) must be submitted along with the bid.
- 2). Bidders must have their own development facility with all the requisite software, equipments for development. Bidders must submit the complete detail of Development facility which must contain (a) List of software's for development, (b) List of qualified manpower (c) List of Projects designed and executed earlier. The bidder MUST have designed & executed minimum three Vending Machine supply projects in last five years. Any additional expertise (any innovation) in design and development must be detailed separately and if relevant will be given due weightage. Complete details of projects executed in three years with relevant supporting from end customer must be accompanied with the Bid document.
- 3). Bidders must have executed minimum THREE (3) orders for supply of vending machines in last five years, out of which two must be to government, semi government or leading corporate institutions.
- 4). Bidder must have minimum group turnover of Rs. 2.00 Cr in last five years. Documents substantiating the linkages of the companies to the Group should be submitted. The bidder must submit their balance sheet, profit and loss account for last three years duly certified by chartered accountant.
- 5). Bidder must have system as per ISO norms / ISO compliant for the manufacture of vending machines and relevant documentation must be submitted along with the Bid documents.
- 6). Bidder must have their own manufacturing facility, manufacturing license and Manufacturing infrastructure and documents to substantiate the same should be submitted. TIN/CST/VAT/PAN registrations certificates must be submitted along with the bid.
- 7). Bidder must have service infrastructure across India and must submit List of service centers set up in North, South, East & West.
- 8). Bidder must have testing facility (either self or outsourced) for certification of vending machines as per ASTM and IP standard. The list of facility for testing must be submitted along with the bid document.
- 9). Bidder shall not have a criminal record and should not be convicted by any court of law in India or abroad. Bidder shall give a declaration of non conviction in the format enclosed as Annexure - IV and bidders not submitting the same shall be liable for rejection at any stage of this tender.

SECTION III

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR MINI MODEL VENDING MACHINE (MVM)

Machine Description:

- The machine should be aesthetically well designed with curvy looks and excellent finish
- The machine should be electronically operated with coin acceptor and operated by 220V power supply
- Two column, wall-mounted machine for the sale of sanitary Napkin Pads and condoms.
- The machine should be of spiral design with spirals placed vertically.
- The machine should be flexible to be able to customize in the field by change of spirals and adjusting the product guides. Both product selections should be flexible with ease of changing coil and product guide. The maximum /minimum flexibility in each selection are as under:
- Product thickness : Max / Min : 15 / 8 mm
- Product width : Max / Min : 245 / 65 mm
- Product depth : Max / Min : 95 / 65 mm
- 'Live' product identification display Slot on front door
- Easy price display & change
- Vend single product once correct credit is inserted and selection made
- Display – Two row display showing Messages like Welcome / credit value/ select product /Thanks etc

Dimensions:

- 600 mm (w) x 150 mm (d) x 600 mm (h) +/- 10%

Mounting:

- Mounting should be flushed with wall, easily removable. The mounting should have a rectangular frame (made out of flat) with bolts welded on it, the plate to be grouted first and then machine inserted and bolted from inside

Voltage:

- 220V / 50 Hz / 5 Amp power supply

Cabinet / Door:

- Formed out of 1.2 mm thick powder coated galvanized/MS/CRC Steel, for optimal strength and anti corrosive protection.
- The machine should be powder coated with silver gray colour (or any other colour which may be informed time-to-time)
- The machine should be pasted with good quality graphics on front for which artwork will be provided by HLL
- The machine should have all the "Operating Instructions" incorporated in the graphics itself.

Columns/Selections:

- Two (2)
- Both columns should be flexible to be able to customize easily in the field to accommodate product with dimensions stated above
- Products selected by electronic push button

- There needs to be insert type product / image display provision for both the selection indicated by individual push buttons
- Products dispensed through open "V" design

Capacity:

- Minimum Condoms (~15), Sanitary Napkin Pads (~20) / Selection

Vend Mechanism:

- By vertical spirals (coils)
- Independent motor for both selection/coils
- Vend mechanism by DC Motor

Coin Acceptor:

- Electronic, accepting minimum 6 (Six) variants of Indian coins
- Programmable for various (6) variants of INR 1, 5 & 10
- Accept multiple coins to reach vend price
- Field programmable
- Reject path/cup for rejected coins
- Construction should be of anti corrosive material

Programming Features:

1. Independent pricing for each selection
 - Selection locked out when stock not available in particular selection
 - Display of sold out to customer
 - Coin mechanism inhibited at "Sold Out"
2. Manual audit of:
 - Total Cash Taken (up to 9999.99)
 - Total Product Vended (up to 9999)
 - Individual Product Vended (from each selection) up to 9999
 - Data non-resettable
3. Data retrievable electronically using normal SD card or USB drive(Pen drive)

Back up:

- Provision for 30 minutes back up thru battery (Optional)

Packaging:

- The packaging of the machine should be such that it withstands the transportation and machine should be delivered in perfect packed condition at HLL depot. The transit damages will be resolved by the bidder

Brand name, Artwork etc shall be provided by the purchaser on Award of Contract

Products to be vended

Mini Model – Sanitary Napkin of 95 x 8 x 245 mm pack size and Condoms of 65 mm x 65 mm x 15 mm pack size

SECTION IV

FINANCIAL BID

Financial Bid
Model - MINI Vending Machines

1	2	3	4		5		6	7	8	
Item Sl. No	Brief Description of the Goods	Unit Basic price	Excise duty % age		Sales Tax/ VAT , if any (CST will be applicable)		Freight charges	Any Other charges (To be specified separately, if any)	Total Unit price at HLL Depot Anywhere in India	
			%	Amt	%	Amt			In figures	In words
1	MINI Model									
	<u>Optional Accessories</u> 1.Battery									

All values in Rs.Ps.

Note: Total Unit price should be also inclusive of vinyling (graphics printing and pasting),

Packing, Forwarding /transportation, Transit insurance/ godown insurance, Delivery to the destination as per the details may be provided in the supply order.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

SECTION V
ANNEXURE (I – IV)

Annexure I

SELF-DECLARATION REGARDING NON-CONVICTION

To,

**Associate Vice President (SD & CTD) i/c
HLL Lifecare Ltd.**

(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont have a criminal record.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

Annexure II

PERFORMANCE BANK GUARANTEE FORMAT

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

1. WHEREAS on or about the _____ day of 2014 M/s. _____ a Company having its registered office at _____ (hereinafter referred to as 'The Supplier') entered into an agreement bearing No. _____ (hereinafter referred to as 'The Contract'), with HLL Lifecare Limited, A Government of India Enterprise, incorporated as a company under the Companies Act 1956 acting through (hereinafter referred to as (HLL) for supply of _____ (hereinafter referred to as 'Goods').
2. AND WHEREAS under the terms & conditions of the contract, the Supplier shall furnish Performance Security Bond for an amount of Rs. _____ (Rupees _____ only) representing 5% of the total value of the contract in the form of a bank guarantee, in a manner herein contained duly executed by a scheduled / nationalized bank towards satisfactory performance of the contract and performance of the goods and against any loss or damage caused to or suffered or would be caused to or suffered by HLL by reason of any breach by the said Supplier of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid up to 365 days beyond the date of completion of all contractual obligations by the supplier covering the Warranty/Guarantee period of the goods as per the terms & conditions of the said agreement.
3. NOW WE, the _____ (Bank) in consideration of the promises do hereby agree and undertake to pay HLL Lifecare Limited, on behalf of the Supplier, the said sum of Rs. _____ (Rupees _____ Only), the amount due and payable under the guarantee without any demur, merely on a demand from HLL stating that the amount claimed is due by way of loss or damage caused to, or suffered by HLL by reason of any breach by the said Supplier of any of the terms and conditions contained in the said agreement or by reason of the Supplier's failure to perform the said agreement or by reason of unsatisfactory performance of the goods during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
4. WE undertake to pay to HLL the said sum of Rs. _____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Supplier (s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

5. WE HEREBY further agree that the decision of HLL as to the amount of damages suffered by HLL by reasons(s) of any breach by the said Supplier or for non satisfactory performance of goods as per the terms and conditions of the said agreement, shall be final and binding on us.
6. AND WE, the _____ (Bank) do hereby further agree that our liability herein under shall not be discharged by virtue of any agreement between HLL and the Supplier with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of HLL showing any indulgence or forbearance to the Supplier as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.
7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the said date i.e. _____ all rights of HLL under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 2014

For _____

(indicate the Name of bank)

Annexure III

BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
OR
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including days/months after the date of bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Annexure IV

BID FORM

Date _____

To

**Associate Vice President (SD & CTD) i/c
HLL Lifecare Ltd.**

(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Ref. Your IFB No: HLL/MKTG/SD/2014-15/02 Dated: 28-05-2014

We, the undersigned have examined the above-mentioned IFB, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this IFB.

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this IFB.

We also accordingly confirm to abide by this IFB to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal final contract is 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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered / banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/corrigendum if any.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of