



HLL LIFECARE LIMITED
(A Government of India Enterprise)
KANAGALA
BELGAUM DIST. PIN – 591 225
KARNATAKA STATE
PH.NO: 08333-279239, 279244, 279207
FAX: 08333-279245
Website: www.lifecarehll.com

TENDER No. HL: BG: SOURCE: JEV-NRHM/Assam: 2013-14 DT.31.08.2013

TENDER DOCUMENT

FOR

**Transportation of JE vaccine from IGI, New Delhi to Assam and
Distribution to various districts of Assam..”**

Last date and time for Receipt of Technical Bid : 21.09.2013 11:00 Hrs
& Price Bid

Date and time of opening of Technical Bid : 21.09.2013 14:00 Hrs.

Date and time of opening of Price Bid : 24.09.2013 11:00 Hrs



Notice Inviting Tender

APPOINTMENT OF LIASON AGENT FOR TRANSPORTATION OF JE VACCINES FROM IGI AIRPORT, NEW DELHI TO ASSAM & DISTRIBUTION TO VARIOUS DISTRICTS

1. HLL Lifecare Limited (Formerly Hindustan Latex Limited) (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India. One of its units situated in Kanagala, Belgaum, Dist. Karnataka has been ordered by NRHM, Govt. of Assam for supply of JE Vaccine. On behalf of the client and under their respective programmes HLL imports JE Vaccine, which arrives at Delhi international airport in India where international cargos are handled.
2. Accordingly, HLL invites tender from agents for transportation of JE Vaccines along with diluents from IGI Airport New Delhi to Assam by Air.
3. Further distribution to various districts of Assam by maintaining proper cold chain
4. And also to perform various pre & post liaison work between HLL & NRHM, Govt. of Assam.
5. Supply of syringes along with JE vaccine
6. Ensure strict compliance to all statutory regulations like maintenance of Temperature of the vaccine between 2 to 8 degree throughout the supply
7. Tender is a two-bid system i.e. Technical Bid and Price Bid. The interested parties may send their sealed offers meeting eligibility criteria/ commercial & price quotations in two separate envelopes duly marked, placing the same in a single bigger envelope. Price Tenders/Quotations will be opened only when the firm /company fulfils the eligibility and commercial conditions.
8. Tenderers may also download the tender enquiry documents from the web site www.lifecarehll.com and submit their tenders by utilizing the downloaded document.



Other useful details are indicated below:-

Sl. No.	Description	Schedule of activities
i.	Place of Pre-Tender Meeting & Submission of Bids	<i>HLL Lifecare Ltd.</i> <i>(A Government of India Enterprise),</i> <i>KANAGALA – 591 225</i> <i>DIST: BELGAUM, KARNATAKA</i>
ii.	Pre Tender Meeting Date & Time	07. 09.2013 at 11.00 Hrs
iii.	Closing date & time for receipt of Tender	21.09.2013 at 11.30 Hrs
iv.	Time and date of opening of eligibility criteria of tenders.	21.09.2013 at 145.00 Hrs
v	Venue of Opening of quotations Commercial/price Tender.	24.09.2013 AT 11.00 Hrs

9. Tenderers shall ensure that their tenders, complete in all respects should reach at HLL Lifecare Ltd., Kanagala – 591 225 Dist: Belgaum, Karnataka on or before the closing date and time indicated in the Para 7 (iv) above, failing which the tenders will be treated as late and rejected.
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in the Para 7 above.
11. In the event of any of the above mentioned dates being declared as a holiday in the organisation, the tenders will be received/opened on the next working day at the appointed venue & time.
11. The Tender Enquiry Documents are not transferable.
12. The quotation should be super scribed "Quotation for Transportation of JE Vaccine from IGI Airport New Delhi to Assam & associated liason. The quotations received after due date and time, shall not be considered. HLL reserves the right to accept or reject all/or any of the quotations in full or part without assigning any reason thereof.

JGM (SOURCING)
HLL LIFECARE LIMITED,
KANAGALA – 591 225
DIST:BELGAUM, KARNATAKA
MOBILE No. : 9945618811
Mail id: natesh@lifecarehll.com



TERMS & CONDITIONS

The following terms and conditions will be applicable:-

1. The Clearing Agent shall be required to perform all the duties which they are required to do under the Customs Act 1962 and amended, if any, and take such steps as necessary to ensure that the interest of HLL/it's CLIENT is protected on the clearing of its stores/goods.
2. The Agent shall be fully responsible for any discrepancy for want of documents shall be promptly brought to the notice of the HLL required for transportation of JE Vaccine to Govt.of Assam & further distribution to various districts
3. The Consignments shall be cleared from ADC, Customs, AAI and shall be handed over agent at the Gate of Import House at Delhi Airport within 6 (six) hours from the time of landing of aircraft at Delhi airport.
4. Further it is the duty of agent to find out the immediate flight to Assam & transport vaccine on the same day depending availability of flight.
5. It is incumbent on the Agent to examine carefully all packages marked for customs examination of each consignment that arrived at the Airport with the respective invoices and measurement/packing list etc. If at the time of physical examination of the consignment any damage or loss of goods is noticed, the same shall be brought to the notice of HLL with required photographs/evidence immediately as well as arranging a surveyor for surveying the consignment for assessment. If at the time of physical examination of the consignment, any wrong marking is noticed, the same shall be brought to the notice of HLL with required photographs/evidence immediately.
6. Handling of the consignment strictly as per the instructions indicated on the packing of the consignment. Loading of the consignment on the vehicle should be commensurate to the nature of cargo.
7. The Agent shall utilize suitable transport and handling equipment, engage sufficient labour & supervisory staff and fully responsible for the safe handling of consignment in the entire clearing , storage and forwarding operations and shall indemnify and absolve HLL/it's client of any consequences thereof by way of damage/loss of consignments, accident, damage to vehicle and handling equipment either own or hired by him, public properties as well as in injuries or otherwise to the personnel under his command or to the public. The



Agent shall take all possible precautionary measure towards safety of all consignments.

8. Tenderer shall quote for the complete scope of work otherwise their tender shall be liable for rejection.
9. An amount of Rs. 20,000/- (Rupees Twenty thousand only) as Earnest Money Deposit (EMD) in the form of Banker's Cheque/Bank Draft in favour of HLL Lifecare Ltd, payable at New Delhi is required to be submitted along with quotation. Tenders without EMD will be summarily rejected. EMD of unsuccessful tenderer will be returned, without any interest, immediately after finalization of the Tender. Successful bidder's EMD will be retained until receipt of Performance Bank Guarantee (PBG).

Earnest Money is required to protect HLL against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of HLL. Successful tenderer's earnest money will be forfeited without prejudice to other rights of HLL if it fails to furnish the required performance security (Performance Bank Guarantee) within the specified period.

10. This Tender is a two-tender system i.e. Commercial Tender and Price Tender. The interested parties may send their sealed offers meeting Eligibility criteria/ commercial & price quotations in two separate envelopes duly marked, placing the same in a single bigger envelop.

a) Envelope-A:- The Eligibility Criteria and commercial tender (Unpriced tender) should have all documents without price quotations but including the EMD.

Documents to be enclosed in the Eligibility criteria/Commercial Tender

- i) EMD of Rs 20,000/- as per point no. 1 of Eligibility Criteria.
- ii) Power of Attorney in favour of Signatory of the Tender document
- iii) Financial Statement for last 3 financial years.
- iv) Duly notarized documentary evidence of Collaboration, if any.
- v) Duly notarized documentary evidence of Statutory Permits of Tenderer or their collaborator, if any.
- vi) Copy of self attested Income Tax Certificate/PAN No.
- vii) Copy of self attested Service Tax Registration Certificate



- viii) Undertaking to be submitted that the tenderer has not been blacklisted / banned/de-registered/de-barred by any of the Government authorities
 - ix) Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender
- b) The validity of the offer/tender should be 90 days from the date of the opening of the tender. Any tender having lesser validity shall be liable for rejection.
- c) Envelope-B:- Price Quotations/Price Tender are to be submitted in the recommended format only, failing which the tender will be liable for rejection.
- d) Price Quotations/Price Tenders will be opened only when the tenderer fulfils the eligibility and commercial conditions.
- e) The tender currency should be only in Indian rupees.
11. HLL reserves the right to enter into similar agreements simultaneously or afterwards with any other Contractor(s)/Clearing Agent(s), as it may deem fit at any time during the period the agreement is in force. The Agent on panel will not be entitled to make any representation/suggestion/complaint on this account.
12. Agent shall have to make good to HLL any loss incurred due to negligence or failure on his part to take prompt action during transportation & further distribution to various districts in Assam.
13. Statutory charges and other Government levies will be reimbursed on actual against submission of original documents by the agent during transportation from New Delhi to Assam by Air.
14. The Agent shall furnish a Performance Security in the form of DD payable at State Bank of India, Nipani for Rs. 1,00,000/- (Rupees Two Lakh only) in favour of the HLL Lifecare Ltd, Kanagala for the due performance of the agreement within 15 days of issue of Letter of Award failing which the EMD will be forfeited.
15. The contract shall be valid for one year from the date of LOA, which may be extendable for further period upto one year on the same terms & conditions depending upon the performance of the Agent.
16. HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.



17. HLL reserves the right to enter into similar agreements simultaneously or afterwards with any other Contractor(s)/ Clearing Agent(s), as it may deem fit at any time during the period the agreement is in force. The Contractor(s)/ Clearing Agent(s) will not be entitled to make any representation/suggestion/complaint on this account.
18. The contract can be terminated any time during the currency of the contract by HLL if the work is not found satisfactory. The decision of HLL in this regard will be final & binding .
19. a) If dispute or difference what so ever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or alleged breach thereof if any arise between the Agent & HLL, the parties shall make every effort to resolve the same amicably by mutual consultations.
b) If the parties fail to resolve their disputes of differences by such mutual consultation within 21 days of it's occurrence, the same shall be referred to the sole arbitration of the Chairman & Managing Director of HLL or to a person appointed by him for that purpose. The arbitration shall be conducted in accordance with the provision of the Arbitration and conciliation Law 1996 and the decision/judgment of arbitrator shall be final and binding on both the parties.
20. The Jurisdiction in all dispute suits shall be in courts at Karnataka.
21. Airline (Delivery order) Charges will be reimbursed on actual basis on submission of original documents as the proof of payment.



ELIGIBILITY CRITERIA

- 1. The tenderer must enclose a sum of Rs. 20,000/- (Rs. Twenty thousand only) as Earnest Money Deposit (EMD) by way of Demand Draft in favour of HLL Lifecare Limited, Payable at NIPANI failing which the tender will not be considered. No interest shall be allowed on EMD deposited by the tenderer. The EMD of the unsuccessful tenderer will be refunded within a reasonable period of time without any interest after finalization of the tender.**
- 2. The average annual turnover of the tenderer from similar business must be at least Rs. 2.00 Crores (Two Crores) in any one year during last 3 completed financial years prior the date of tender opening in similar business (Pharma or Vaccine). A certificate from a Chartered Accountant must be attached to verify the same.**
- 3. The tenderer should have No-Conviction Certificate for last 1 year. (Self attested copy shall be enclosed)**
- 4. Tenderer should submit atleast one copy of contract for doing similar work (Pharma or Vaccine.)**
- 5. The tenderer shall agree to sign the attached Form of Contract Agreement, if the work is awarded.**



COMMERCIAL/PRICE - BID

Consignments are being imported on CIP/CIF basis.

The tenderders should give their quotes as per the following format :-

(Value in Rs)

S.No	Particulars	Quantity(in Dose)	Agency Fee (per Dose)	Total Agency Fee
1.	JE Vaccine	5176168		

The quoted price shall include all statutory levies & taxes.

The comparison /ranking will be made & the work will be awarded to lowest bidder.



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*Insert: Name of Purchaser*], a [*insert: description of type of legal entity, for example, an agency of the Ministry of of the Government of [insert: country of Purchaser], or corporation incorporated under the laws of [insert: country of Purchaser]* and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*Insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert: brief description of Goods and services*] (this has to be defined briefly) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*insert: contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) The Schedule of requirements
 - (d) The Supplier’s bid and original Price Schedules



(e) The Purchaser's Notification of Award

(f) [Add here: any other documents]

- 3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.**
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.**
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.**
- 6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.**



Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed: _____
in the capacity of *[insert: title or other appropriate designation]*

in the presence of _____

For and on behalf of the Supplier

Signed: _____
in the capacity of *[insert: title or other appropriate designation]*

in the presence of _____

CONTRACT AGREEMENT

dated the *[insert: number]* day of *[insert: month]*, *[insert: year]*

BETWEEN

[insert: name of Purchaser], “the Purchaser”

and

[insert: name of Supplier], “the Supplier”

.....END