

# **e-TENDER ENQUIRY DOCUMENT**

FOR APPOINTMENT OF TOTAL LOGISTIC AGENT(S) FOR  
CUSTOM CLEARANCE AND TRANSPORTATION

**HLL/HITES/PCD/CMC/TLA/09/17-18**



**BY**

**HLL Lifecare Limited**

*(A Government of India enterprise)*

**Procurement & Consultancy Services Division**

**B-14A, Sector-62,**

**Noida-201 307**

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**e-TENDER ENQUIRY DOCUMENT (TED)**

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**(A Government of India Enterprise)**  
**Procurement & Consultancy Services Division**  
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**Tender Enquiry No.: HLL/HITES/PCD/CMC/TLA/09/17-18**

**27/10/2017**

Appointment of Total Logistic Agent(s) for custom and port clearing, handling and storing of Air/Sea consignments from various custom authorities in India and transportation of the same to the consignees' site.

1. M/s HLL Lifecare Limited (HLL) is a Government of India Enterprise – a Mini Ratna Company, having its Corporate & Head Office at Thiruvananthapuram. M/s HLL Infra Tech Services Limited (HITES) is 100% owned subsidiary of HLL. HLL and /or HITES has been appointed as procurement consultant by Ministry of Health & Family Welfare, Ministry of External Affairs, and various State Govts for procurement of various Medical equipment, Laboratory/Research equipment, pharmaceuticals and various other items etc. under various projects/ programmes. On behalf of the clients and under their respective programmes, HLL/ HITES imports equipment/ pharmaceuticals which arrive at various international Airports/ Seaports/ Dryports in India where international cargos are handled. The weight of equipment may vary from 1 kg to 10,000 kg (In exceptional cases it may exceed). Since these are very sensitive and high-end medical equipment, these require utmost care during handling & transportation. The tenderer must have sufficient experience and infrastructure in handling and transportation of such kind of equipment across the country, which will be judged from the documents submitted by the tenderer. The tenderer/ agent will be responsible for any loss/ damage caused by their any negligence/incompetence/mishandling etc. and will be liable to make good the financial loss caused to HLL/ HITES or its clients.
2. Accordingly, HLL/HITES invites online tenders/bids (e-Tender) from Licensed/ Recognized Custom House Agents for getting the consignment cleared from Custom authorities at various airports/ seaports/ dryports located across the country and their transportation to different consignees' end in India. A copy of the Registration Certificate valid as on the date of tender opening issued by the Custom Department should be enclosed with the Tender Document along with PAN number of the tenderer.

The tenderer should essentially possess requisite infrastructure of their own or should have a valid collaboration with a Transporting Organisation, who in turn is having the required infrastructure for carrying out successful execution of the entire job. The tenderer shall furnish documentary evidence in this regard along with the tender otherwise the offer shall be considered as incomplete and is liable for rejection. **However, the tenderer shall be totally responsible for successfully carrying out the complete job as a Total Logistic Agent (TLA).** The tenderer should also submit the copy of permits issued by statutory authorities in their or their collaborator's favour as carrying out transportation activities with required infrastructure.

3. Details of clients and annual financial turn-over of the clearing agent should be attached along with copy of the work order/ agreements and corresponding performance certificates from their respective clients during the last five years as per the requirements given in **Eligibility Criteria**. However, the collaborator's performance credentials as above are needed to be submitted by the tenderer along with the tender.
4. This Tender is a two-bid system i.e. Commercial Bid and Financial/Price Bid. The interested parties meeting eligibility criteria may upload their offers/ commercial & price quotations online. Financial/Price bids will be considered only when the firm/ company fulfils the eligibility criteria and commercial conditions mentioned in this tender enquiry document.
5. Tenderers may download the tender enquiry document from the websites [www.lifecarehll.com](http://www.lifecarehll.com) or [www.hllhites.com](http://www.hllhites.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/iri/portal> and submit their bids online, along with the required non-refundable fee as mentioned below.

Other useful details in this tender are indicated below:-

Sl. No.	e- Tender Ref. No (Event No.)	Item/Service Name	EMD (Rs.)
1	3000002414	Appointment of Total Logistic Agent(s)	₹ 1,00,000/-

Sl.	Description	Schedule
a	Tender Processing Fee	<b>Rs. 3,540/- (Inclusive of GST @18%)</b>
b	Pre-bid meeting date & time	<b>03-11-2017, 11:00 hrs IST,</b>
d	i) Closing date & time for submission of <b>online bids</b>	<b>17-11-2017, 15:00 hrs IST</b>
	ii) Closing date & time for physical submission of original <b>tender fee, EMD</b> instruments in favour of "HLL Lifecare Limited" payable at New Delhi, within the specified date and time	<b>17-11-2017, 15:00 hrs IST</b>
e	Time and date of opening of bids	<b>17-11-2017, 15:30 hrs IST</b>
f	Venue for :- • Pre-bid meeting • Submission of tender fee, EMD in physical form. • E-Tender Opening of Commercial Bid	Procurement & Consultancy Division, M/s HLL Lifecare Limited, B-14 A, Sector-62, Noida-201307

7. **The Bids shall be submitted online only, EXCEPT TENDER FEE & EMD** (acceptable in physical form) as mentioned below:
  - (i) Commercial Bid (Consisting of documents fulfilling eligibility criteria & Commercial Conditions). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
  - (ii) Financial Bid (To be filled up the as per attached Pro forma, Signed, Stamped, and Scanned to pdf mode & attach under PRICE BID).

**DO NOT'S**

Bidders are requested **NOT** to submit the hard copy of the Financial/Price bid. In case the Financial/Price bid is submitted in physical form (hard copy), the tender shall be straightaway rejected. Also, uploading of the financial/price bid in commercial bid will **RESULT IN REJECTION** of the tender.

**A) Commercial Bid (Un priced Tender)**

All Commercial details {e.g. Eligibility Criteria (as mentioned in SECTION-2), Detailed Scope of Work and Terms & Conditions} should be attached in C-Folder of e-tendering module in pdf form, failing which the tender stands invalid & REJECTED.

**B) Financial Bid:**

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price, the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The prices should be quoted for the accounting unit indicated in the e-tender document.

**The bidder shall not submit hard copy of financial/price bid otherwise his/her tender shall be straightaway rejected. Also, uploading the financial/price bid in prequalification bid or commercial bid will result in rejection of the tender.**

**Note:**

It is the responsibility of tenderer to go through the Tender Enquiry Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL/HITES.

8. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time are indicated in the **Para 5** above.
9. In the event of any of the above mentioned dates being declared as a holiday in the organisation, the next working day will be considered as per prescribed venue & time.
10. The quotation (Tender Fee & EMD) should be super scribed "Tender for Appointment of Total Logistic Agent(s)". There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL/HITES reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.
11. Amendments, if any, to the tender will be published only in the website [www.lifecarehll.com/www.hllhites.com](http://www.lifecarehll.com/www.hllhites.com) .

**12. SPECIFIC Instructions for e-Tender Participation:-**

- i. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
- ii. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- iii. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 7 working days. In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
- iv. Bidders are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush.
- v. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- vi. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
- vii. Tenderer may download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.hllhites.com](http://www.hllhites.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
- viii. The submission of online bids can only be done through <https://etender.lifecarehll.com/irj/portal>.
- ix. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time indicated above.
- x. Tenderers shall ensure that their tenders, complete in all respects, are to be submitted **online through e-procurement portal of HLL ONLY (as described above). No DEVIATION is acceptable.**
- xi. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

**SVP (GB)/CEO (HITES)**  
**HLL Lifecare Ltd.**  
**(A Government of India Enterprise.)**  
**Procurement and Consultancy Services Division**  
**B-14A, Sector-62, Noida -201 307, UP**

**SECTION-1**

**DETAILED SCOPE OF WORK  
AND  
TERMS & CONDITIONS**

The following terms and conditions will be applicable:-

1. That the Agent shall act as Total Logistic Agent covering clearing, handling, storage, transporting and all the related activities, for and on behalf of the HLL/ HITES/ its Clients from port of entry to the consignees' site, of packages of machine tools, medical equipment and other goods etc. (Hereinafter referred to as "Stores/ goods") received from foreign countries at various sea ports in India like at Kandla, Mumbai, Cochin, Chennai, Vishakhapatnam, Paradeep, Kolkata, at various dry ports in India and at airports in India like as Kolkata, Amritsar, Mumbai, Chennai, Delhi, Bangalore, Ahmedabad, Trivandrum, Cochin, Guwahati , Hyderabad etc.
2. The Clearing Agent shall be required to perform all the duties which they are required to do under the Customs Act 1962 and as amended time to time, if any, and take such steps as necessary to ensure that the interest of HLL/ HITES/ its CLIENT is protected on the clearing of its stores/ goods.
3. The Agent shall be fully responsible for the filling & finalization of Bill of Entry (BoE) from the time the shipment arrival information is provided to them. All the BoEs should be finalized within reasonable time. Custom duty intimation must be given immediately without any time delay enabling the HLL/HITES for payment of custom duty on the same day. If any complication/problem/error/difficulty arises during filing of BoE like Server of Ice Gate is down or BoE number not generated etc., same should be brought to the notice of HLL/HITES by the agent with necessary evidences like custom notification, screen shots etc. Any discrepancy for want of documents shall be promptly brought to the notice of the HLL/HITES by the Agent regarding the exact amount of Custom Duty considering all best possible waivers and exemption provisions in force in respect of the relevant Bill of Entry.
4. The Consignments shall be cleared from Customs/ AAI/any other agency within *two days or* within demurrage free period as stipulated from time to time by AAI/Custom Authorities/any other agency whichever is earlier from the date of handing over the documents to the Agent complete in all respects, failing which demurrage charges shall be borne/ paid by the Agent. However, if the delay is not attributable to the agent due to specific reasons, the same shall be reimbursed.
5. Whenever any short landing cargo is noticed, the Agent shall be required to file "Not found" or "Not traceable" notice with the airport authorities/customs and obtain Not Traceable Certificate and lodge formal claim on airport authorities/ concerned airlines/customs with necessary documents under intimation to HLL/ HITES as applicable, and will do all the necessary acts to protect the interest of HLL/HITES or its clients.
6. It is incumbent on the Agent to examine carefully all packages marked for customs examination of each consignment that arrived at the Air Ports/Sea Ports/Dry Ports 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/ HITES 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/ HITES with required photographs/ evidence immediately.

7. The agent is responsible for onward transportation of consignment immediately after customs clearance to the consignee's site/ their warehouse/ storage location. It is to note that post clearance delivery of the consignment at the consignee site should be within 3 days, if consignee site is within 400 kms away from port of entry. Else, it should be within 7 days.
8. Handling of the consignment must be 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. Agent shall be responsible for all handling activities involved during transportation and storage up to consignee site/ stores/ warehouses/ installation sites.
9. 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/ its 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. The agent shall ensure the necessary transport and safe delivery of consignment at the consignee site immediately after customs clearance.
10. The Agent shall maintain records and submit status of consignment in hand on daily basis. However, a weekly report should be forwarded to HLL/ HITES for the work done by them and in the format given from time to time by HLL/ HITES.
11. The Agent will arrange repacking of damaged packages where it is essentially required in consultation with the representative of HLL/ HITES. Expenses so incurred will be reimbursed based on certificate issued by the representative of HLL/ HITES.
12. It is the responsibility of the agent to collect documents for custom clearance & transportation (including exemption/ benefit certificates for clearance and transit documents) to avoid loss to HLL/ HITES. However, if any unavoidable delay occurs due to no fault of the agent, then based on prior approval from HLL/ HITES, the cleared shipment may be stored in the agent's warehouse and the agent shall be fully responsible for the same. The agent shall be paid the expenses as per the government approved rate/ Central Warehousing Corporation (CWC) charges as applicable.
13. The Agent shall maintain a close liaison with HLL/ HITES. They shall collect documents from HLL/ HITES/ its clients/bank whenever called for and shall take steps for finalization of the BoE from time to time and shall see that these are filed with the Customs Authorities/Air Port Authorities. BoEs should be finalized as early as possible and if held up for want of documents etc., for such events, Agent should promptly bring this to the notice of HLL/ HITES.
14. Agent should Lodge claims like customs duty refund/ custom duty drawback/ appeal etc. well within the prescribed time limits so as to avoid rejection of claims at a later date by the customs, Airlines or other agencies. Effective follow up action must be ensured till the claims are finally settled and amount received by HLL/ HITES. The Agent shall also assist HLL/ HITES in filing appeal and subsequent follow-up towards final settlement.
15. The Agent shall maintain proper receipts and dispatches of materials and be fully responsible for the safe custody of such cargoes.
16. Tenderer shall quote for the complete scope of work and the quotation/offer should be valid for a period of 90 days from the date of opening of tender. Non-compliance shall be liable for rejection of tender/offer.

17. An amount of Rs. 1,00,000/- (Rupees One Lakh 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, valid for 135 days from the date of opening of tender. 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) as per point no. 35 in this section.

Earnest Money is required to protect HLL/ HITES 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.

18. This Tender is a two-bid system i.e. Commercial Bid and Financial/Price Bid. The interested parties meeting Eligibility criteria may upload their offers / commercial & price quotations online as explained under **Instructions for submission of e-tenders** below.

**a) Commercial Bid (Unpriced tender):** - It should have all the documents for meeting Eligibility Criteria and other commercial conditions without price quotations.

**Documents to be enclosed in the Commercial Bid are mentioned below-**

- i) Scanned copy of Tender Processing fee of Rs. 3,540/- with applicable government rules, if any.
- ii) Scanned copy of EMD of Rs 1,00,000/- as per point no. 1 of Eligibility Criteria, with applicable government rules/ exemptions, if any. A valid document in this regard should be attached for supporting the claim.
- iii) Power of Attorney issued by the competent authority in favour of person who is Digitally Signing/Uploading the tender/bid document.
- iv) Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format given therein.
- v) Financial Statement issued by Chartered accountant for last 3 financial years as per point no. 10 of Eligibility Criteria
- vi) Valid CHA Registration Certificate of Tenderer as per point no. 14 of the Eligibility Criteria. The CHA registration certificate shall be valid throughout the contract.
- vii) Statement/ declaration w.r.t. Storage infrastructure as per point no. 11 of the Eligibility Criteria
- viii) Statement/ declaration w.r.t. transportation infrastructure of the tenderer or their collaborator. Joint Declaration as documentary evidence of Transporter Collaboration, if any, as per point no. 12 of the Eligibility Criteria.
- ix) Documentary evidence of Statutory Permits of Tenderer or their collaborator, if any, as per point no. 13 of the Eligibility Criteria
- x) Copy of Income Tax Certificate/ PAN No.
- xi) Copy of GSTIN/SAC Registration.
- xii) Non conviction /no pending conviction certification issued for preceding three years.
- xiii) Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.



- xiv) Undertaking to be submitted that the tenderer do not stand blacklisted / banned/ de-registered/ debarred by any of the Government authorities.
  - xv) Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
  - xvi) The tenderer shall give a declaration as under:  
**“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”**
- 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. A declaration in this regard should be submitted along with eligibility tender.
  - c) **Financial Bid:- Price Quotations/ Price Bid** for both Sea & Air cargo and transportation charges are to be submitted in the recommended format only, failing which the tender will be liable for rejection.
  - d) Price Quotations/ Price Bids will be opened only when the tenderer fulfils the eligibility and commercial conditions.
  - e) The tender currency should be only in Indian rupees.
19. 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.
20. The surveyor's actual and reasonable fees and expenses, if applicable incurred for carrying out the survey of imported consignments, as and when necessary, will be reimbursed to the Agent on submission of valid receipt with the prior approval letter from the HLL/ HITES.
21. The original bills completed in all aspects (as per terms of Letter of Award with proper justification and documentary proof for delay occurred, if any) should be submitted in triplicates by the Agent on fortnightly basis and shall be paid/ reimbursed by HLL/ HITES within 15 days of submission of bills completed in all aspects. The bills submitted should include AAI Charges/ Seaport Charges, Transportation charges, Agency charges, Delivery Order (DO) charges (Payment receipt, Invoice & Cargo Arrival Notice (CAN) Copy), copy of delivery proof with duly sealed and signed by consignee with date, BoE original copies, original documents/ payment receipt connecting the shipment of other approved (attach prior approval of HLL/ HITES wherever required) and statutory charges (if any). All the payment receipts should be duly sealed and signed. Part payment claim shall not be entertained and the bills submitted should be complete in all aspect which covers the clearance and transportation part.
22. The Agent shall be responsible for any delay on their part where they do not file the BoEs with Customs or do not confirm any discrepancy to HLL/ HITES. Filing of BoE and clearance of consignment shall be done within demurrage free period as stipulated from time to time by AAI/Custom Authorities. In case of delay beyond the free period and due to the negligence by agent, the demurrage charges for the delayed period shall be borne by the agent only.
23. It will be duty of the Agent in all cases of loss or misplacement of consignment to take such measures that may be reasonable for the purpose of averting or minimizing the loss and to ensure that all right of the HLL/HITES against Airport Authorities/Customs or other 3rd party and properly preserved and exercised. Claim to all the concerned parties to be lodged by the Agent within the time limit prescribed by them for such claims. If no such claim or delayed

- claim is lodged by the Agent, the entire responsibility of such loss if any will be to Agent's Account.
24. If any damages / theft / shortage occurs during the transportation, loading and unloading under custody of Agent / Agent's Collaborator after taking delivery from custom authorities, the Agent shall be responsible for the total loss and the same shall be recovered from the Agent. This will be as per IATA rules, If the same is found during the course of customs clearance the same must be got recorded on the Bill of Entry. Copy of which will be provided to the HLL/HITES.
  25. Even in case of any dispute, the consignment shall be cleared by the Agent and handed over to HLL/ HITES or its representatives pending the settlement thereof.
  26. The Agent shall have to make good to HLL/ HITES any loss incurred due to negligence or failure on his/her part to take prompt action in initialization of BoEs and clearance of consignments.
  27. The Agent shall be responsible for safe custody of Customs Duty Exemption Certificates (CDEC) and other Transit documents including e-way bills etc., to be provided to them by the Institute/ Consignee/ HLL/ HITES from time to time for Duty free/ benefit clearance and transport of Imported Consignments. For this purpose the agent shall approach the concerned authority sufficiently in advance and keep such exemption certificates and other requisite documents ready with them for submission to the appropriate authority at the time of clearance of goods.
  28. It is to be confirmed that the consignment are being imported on CIP/CIF basis and the goods are covered with the extended insurance up to the consignee's site.
  - 29. *The Tenderers should have system for online tracking facility accessible by the purchaser at any time to find out the status of the individual consignment updated every 24 hours.***
  30. The agent shall ensure correct rate of duties as applicable from time to time after taking into account the best possible duty waiver notification etc. suitable for the imports/ exports if any, as per customs tariff and obtain concurrence of HLL/ HITES before payment of duty for each case. In case of wrong assessment, the responsibility of refund of such customs duty shall lie on the Agent.
  31. Statutory charges and other Government levies will be reimbursed on actual against submission of original documents by the agent on prior approval.
  32. The tenderer must have their own or leased or hired warehouses/ depots/ storage facility at various air ports/ sea ports/ dry ports cities in India duly insured, so that goods may be cleared and stocked secured & protected in such warehouse/ depots/ stores after customs clearance, if required. List of Depots/ warehouses/ Stores at various locations in India for delivery & storage of goods must be enclosed along with addresses.
  33. The tenderer or their collaborator must possess sufficient transport infrastructure to meet the requirement for satisfactory execution of onward transportation of the consignments across India covering all ports of entry as mentioned earlier.
  34. As part of its tender, the tenderer shall furnish relevant details and documents establishing its eligibility to quote & its qualification to perform the contract if its tender is accepted, as per the eligibility criteria given below.
  35. The Agent shall furnish a Performance Bank Guarantee (PBG) for Rs. 1,00,00,000/- (Rupees One Crore only) in favour of the HLL Lifecare Ltd, Noida for the due performance of the

agreement within 15 days of issue of Letter of Award failing which the EMD will be forfeited. The PBG shall initially be valid for 14 months from the date of Letter of Award. An agreement will be executed with the successful tenderer after obtaining the PBG. The PBG will be forfeited for failure of the successful bidder to perform the contract.

36. On receipt and acceptance of Letter of Award (LOA), the Agent shall prepare and sign all necessary papers of Agreement between them and the HLL and/or HITES within 15 days from the date of issue of LOA.
37. The contract shall be valid for one year from the date of LoA, which may be extendable for further period up to one year on the same terms & conditions depending upon the performance of the Agent.
38. If at any time, during contractual period, the Agent reduced the rates for similar services to any other person/organization/ Govt. Institution/ Co. Operative Stores at rate lower than the approved rates, he/she shall forthwith notify such reduction to the HLL/HITES and the charges for similar services after the date of coming into force of such reduction or rate shall stand correspondingly reduced.
39. If at any point of time it is detected that the over payment has been made to the Agent the same will be recovered from the subsequent bill/ performance security deposited by the Agent.
40. HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.
41. 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.
42. The Agent shall submit an indemnity bond in favour of HLL within 15 days of issue of Letter of Award or as advised to indemnify for loss of consignment for any reasons during his possession i.e. from the point of custom clearance to the delivery at the consignee's site.
43. HLL/ HITES/ its client reserve the right to assign only custom clearing or only transportation or both custom clearing & Transportation work to the successful bidder in relation to a particular consignment.
44. 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/HITES, 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 its 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.
45. The Jurisdiction in all dispute suits shall be in courts at New Delhi.
46. Checklist duly filled up with reference page no. at respective columns.

**Instructions for submission of e-tenders**

- (i) All the necessary documents as prescribed in the TED shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of tender/bid.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial/Price Bid (i.e. FORMAT FOR SUBMISSION OF FINANCIAL/PRICE BID) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster. The bidder should however ensure the clarity and legibility of the text.
- (iv) The Individual file size of uploading is restricted to 3 MB. Bidders may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.
- (v) The file name of financial/price bid should match the file name of the financial/price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

**SECTION-2****ELIGIBILITY CRITERIA**  
**FOR TOTAL LOGISTICS AGENT (TLA)**

1. The tenderer must enclose a sum of Rs. 1,00,000/- (Rs. One Lakh only) as Earnest Money Deposit (EMD) by way of Banker's Cheque/Demand Draft in favour of **HLL Lifecare Limited**, Payable at New Delhi 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 without any interest after finalization of the tender but not later than 30 days from the finalization of the tender.
2. The tenderer as well as their collaborator (in case of transportation only) must possess minimum five completed financial years of experience prior to the date of tender opening as Total Logistic Agent (Custom Clearance and Transportation) in any Govt. Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings/ State Govt./Central Govt. or Local Bodies/Municipalities and in support of the same a performance statement in the following format must be submitted along with the ***certified copies of the agreement / work orders*** executed :

Sl. No.	Work Order No.	Work Order date	Name & Address of the Client	Assessable value of the work order	Status – whether work completed satisfactorily	Remarks, if any

3. The tenderer shall attach certificates of ***satisfactory performance issued by at least 5 clients*** out of those mentioned in the performance statement justifying their experience as per Point No. 2 in eligibility criteria. Each should be of minimum one year duration single contract during period (2012-2017) issued by any of the above mentioned Govt. Institutes/ Organizations/ Department in their letter head indicating ***satisfactory performance remarks*** and ***period of services*** must be enclosed with the commercial bid.
4. The bidder should furnish a list of their clients to whom required services of Custom clearance and forwarding have been performed by the bidder during last five years indicating their complete postal addresses along with details in respect of telephone/ fax numbers, name & designation of the person to whom HLL/HITES may contact for information, if so desired.
5. The bidder should be registered in Custom House at least at Delhi & Mumbai as Custom House Agent (CHA) and should have valid license in their own name.
6. The bidder should have Local Branch/ Regd. Office in Delhi/ NCR to ensure efficient and effective Custom Clearing Services to HLL/HITES.
7. The bidder should be registered member of IATA and/or FIATA. Copy of valid membership should be enclosed.

8. The bidder should be certified under ISO: 9001 quality management system. Copy of the valid certificate should be enclosed.
9. The bidder shall furnish following certificate/document as applicable, otherwise bid shall be summarily rejected:
  - a) A declaration by the proprietor of the firm, in case, the firm is proprietary firms.
  - b) A copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
  - c) A copy of Certificate of Incorporation, in case of Private Ltd. / Ltd. firm.
10. The average annual turnover of the tenderer from similar business must be at least Rs. 10 (Ten) Crore during last 3 completed financial years prior the date of tender opening as TLA (Custom Clearance and Transportation). A certificate from a Chartered Accountant must be attached to verify the same.
11. The tenderer must have their own or leased or hired warehouses/ depots/ storage facility at various airports/ seaports/dry ports cities in India duly insured, so that goods may be cleared and stocked secured & protected in such warehouse/ depots/ Stores. Warehouses/depots/stores of capacity at least 4000 Sq. Ft. are required at least at New Delhi, Mumbai, Chennai, Kolkata & Vishakhapatnam. Declaration is to be submitted regarding the same otherwise the tender/bid is liable to be rejected. List of offices/ branches/ Depots/ warehouses/ Stores at various locations in India for delivery & storage of goods must be enclosed along with addresses & contact nos.
12. To meet the requirement for satisfactory execution of onward transportation of the consignments across India covering all ports of entry, the tenderer should essentially possess requisite infrastructure of their own or should have a valid ongoing collaboration with a Transporting Organization and who in turn is having the required infrastructure. If transporting infrastructure belongs to the tenderer/bidder, declaration along with details is required to be submitted. If not, the tenderer shall furnish a joint declaration as documentary evidence of collaboration in this regard along with the tender otherwise the offer shall not be considered as complete and liable for rejection. Joint declaration must be on tenderer's/bidder's letter head and duly sealed and signed by both the parties. It must have details of the transporter's infrastructure.
13. The tenderer shall submit the copy of permits issued by statutory authorities in their or their collaborator's favour as carrying out transportation activities with required infrastructure. If not submitted, tender/bid is liable to be rejected.
14. Copy of CHA Registration Certificate valid as on the date of tender opening is required to be submitted.
15. Copy of Income Tax Certificate/PAN No. is to be submitted.
16. Copy of GSTIN/SAC registration certificate is to be submitted.
17. Declaration for non-conviction /no pending conviction for preceding three years.
18. Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.

19. The tenderer shall give a declaration as under:  
**“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”**
20. Declaration that the tenderer do not stand blacklisted/banned /de-registered/de-barred by any of the Government authorities.
21. Undertaking to be submitted that the tenderer shall abide by all the terms & conditions of the Tender.
22. All the pages of the tender should be duly numbered (e.g.: as x of y) & signed by the tenderer on every page.
23. Tenderer, who are not meeting above eligibility criteria/who have not submitted the above mentioned documents shall be treated as non-responsive and their bid will be rejected.

**SECTION-3****PRICE - BID**

Consignments are being imported on CIP/CIF basis.

**Scope of work:**

From customs clearance to transportation and unloading at consignee designated site. The brief job responsibility is listed below:

1. Customs clearance-  
Collection of necessary customs clearance documents including CDEC from HLL/HITES/Its Clients/Bank.  
Payment of AAI/ Seaport/ shipping line/ bonds/ console/ Airline/ loading unloading/ statutory/ other expenses of whatsoever nature. (Except Customs Duty).
2. Transportation-  
Collection of necessary transit documents from consignee/HLL/HITES including exemption certificates for hassle free delivery up to consignee site. {Octroi, Entry tax and Stamp Charges (if applicable on consignee site location) shall only be payable at actual on reimbursement basis against original voucher/documents, if not exempted}

The tenderers may give their quotes only in the format given below:-

Sl. No.	Charges quoted as % of Bill of Entry value inclusive of all activities/expenses listed above (in words & Numerals)
1	

The above quote should include GST and all the other expenses whatsoever nature including statutory charges except Customs duty, Octroi charges, Entry tax and Stamp Charges if applicable. No other conditions or charges shall be mentioned in the price bid. Any conditional price bid will be summarily rejected.

**Important:**

- I. The actual payment will be made at the percentage rates quoted, for the Custom Assessable Value as per the Bill of Entry. However, Minimum agency charges (all inclusive) per consignment will be ₹ 3000 or as per Percentage Rate (%) of BoE quoted, whichever is higher.
- II. No other charges will be admissible unless specifically mentioned in the tender document.
- III. The value of consignment per Bill of Entry may go up to Rs. 100 Crores.
- IV. More than 95% shipments may consign only through Air. However there may be few shipments consigned through sea also.
- V. The documents required for release of payment shall be mentioned in the Letter of Award.
- VI. The Price bid must be submitted strictly in the format prescribed in commercial Tender & duly filled up in all columns in the given format. If Price bids are submitted in any other format, then it will be summarily rejected.
- VII. Tenders submitted physically or send through fax, cable or email will not be considered.

Date

Place

Signature, name & address of tenderer.



**SECTION-4**  
**CHECK LIST**

Name of the tenderer:

Sl. No.	Activity	Compliance (Yes/No)	Reference Page No.	Remarks, if any
1	Have you enclosed Tender Processing Fee of required amount of Rs. 3,540?			
2	Have you enclosed EMD of required amount of Rs. 1,00,000?			
3	Have you kept validity of your offer 90 days from the Tender Opening date as per the Tender enquiry document?			
4	Declaration to be submitted that the tenderer do not stand blacklisted/ banned/ de-registered/ de-barred by any of the Government authorities			
5	Have you enclosed Power of Attorney/ Authorization in favour of person who is digitally signing/ uploading the tender/bid?			
6	Have you submitted an undertaking that the tenderer shall abide by all the terms & conditions of the tender?			
7	Have you furnished Copy of Income Tax Certificate/ PAN No.?			
8	Have you furnished a copy of GSTIN/SAC Registration			
9	Whether all the pages of your tender submitted duly page numbered and signed by the tenderer?			
10	Have you submitted CHA Registration Certificate of Tenderer valid as on the date of tender opening?			
11	Have you enclosed the Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format?			
12	Have you attached certificates of satisfactory performance issued by at least 5 clients out of those mentioned in the performance statement justifying their experience?			
13	Have you submitted Financial Statement for last 3 financial years duly certified by a CA for similar business as mentioned in the Eligibility criteria?			
14	Have you submitted a Statement/ declaration w.r.t. Storage infrastructure as per point no. 11 of the Eligibility Criteria?			
15	Do you have your transportation infrastructure? If yes, Have you submitted a statement/ declaration w.r.t transportation infrastructure as required in the eligibility criteria?			

16	If no, have you submitted a documentary evidence of your Collaboration with any transport agency, along with a joint statement/ declaration w.r.t transportation infrastructure as required in the eligibility criteria			
17	Have you submitted a copy of documentary evidence of Statutory Permits of Tenderer or their collaborator, if any, as per point no. 13 of the Eligibility Criteria			
18	Whether Price bid is submitted as per format given?			
19	Declaration for non-conviction /no pending conviction for preceding three years.			
20	Declaration that tenderer does not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.			
21	Declaration for false information			
22	list of clients to whom required services of Custom clearance and forwarding have been performed by the bidder during last five years			
23	IATA and/or FIATA Membership Certificate			
24	ISO: 9001 quality management system certification			

Date:

Seal & signature of the Tenderer

**PERFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with U.P stamp Act)

Ref:

Bank Guarantee

No.....

Date:

SVP (GB)/CEO (HITES)  
HLL Lifecare Ltd.  
B-14-A, Sector-62,  
Gautam Budh Nagar,  
Noida-201307.

Dear Sirs,

In consideration of the HLL Lifecare Ltd., (herein after referred as 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S..... with its Registered/ Head Office at ..... (herein after referred to as the seller which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a contract by issue of Purchaser's consignee's Purchase Order No..... dated..... And the same having been unequivocally accepted by the seller result in a 'contract' valued at ..... for..... (scope of work/contract) and the seller having agreed to provide a contract Performance Bank Guarantee of the faithful performance of the entire contract.

We, ..... (Name and address of the Bank) having our Head Office at ..... (herein after referred to as the 'Bank' which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the purchaser, on demand any and all monies payable by the seller to the extent of ..... as aforesaid at any time up to ..... without any demur, reservation contest, recourse or protest and/or without any reference to the seller. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the seller or any dispute pending before any court tribunal, Arbitrator or any other authority. The Bank Under takes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of contract by the seller. The purchaser have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in the them or of any right which they might have against the seller, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the purchaser and the seller or any other course of remedy or security available to the purchaser. The bank shall not be released of its obligations under these presents by any exercise by the

purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force up to and including ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20..... at .....

**WITNESS**

1.)

Signature.....	Signature.....
Name.....	Name.....
Official Address.....	Designation.....
	Bank's Common seal.....
2.) Signature.....	Attorney as per power of Attorney No...
Name.....	Date.....
Official Address.....	

**NOTE:**

The Stamp Paper for this contract Performance Guarantee should be purchased in the Name of the Issuing Bank.

**PERFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE AGENT FOR THE EQUIPMENT HANDED OVER BY HLL LIFECARE LTD. FOR PERFORMANCE OF ITS CONTRACT.**

**(On non-judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this ..... day of ..... 20..... by ..... a company Act 1956/Partnership firm/proprietary concern having its Registered office at .....

(hereinafter called as 'Agent' which expression shall include its successors and permitted assigns) in favour of HLL Lifecare Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Thiruvananthapuram and its office at Noida (hereinafter called HLL which expression shall include its successors and assigns):

WHEREAS HLL has awarded to the Agent a contract for custom clearing and transportation of medical equipment vide its Letter of Award No:..... dated ..... and Amendment if any issued, (hereinafter called the "contract"), in terms of which the Agent will be responsible for Custom clearing and transportation of various medical equipment and therefore the Agent will be in possession of high end and high value medical equipment from the point of custom clearing till the safe delivery to the various consignees.

And WHEREAS by the virtue of clause in the Letter of Award of the said contract, the Agent is required to execute an Indemnity Bond in favour of HLL for the purpose of performance of the contract/Custom clearance/transportation portion of the contract (hereinafter called the "Equipment")

NOW THEREFORE, This indemnity Bond witnesseth as follows;

1. That in respect of various equipment valued as per the invoices received from the respective suppliers, which will come into the possession of the Agent for the purpose of performance of the contract, the Agent hereby undertakes to indemnify and shall keep HLL indemnified, for the full value of the Equipment. The Agent shall hold such equipment in Trust as a Trustee for and on behalf of HLL.
2. That the Agent is obliged and shall remain absolutely responsible for due custom clearance and safe Transit/ protection and custody of the equipment against all risks whatsoever till the equipment are duly received at consignee end. The Agent undertakes to keep HLL harmless against any loss or damage that may be caused to the Equipment.
3. It is clearly understood by the Agent that non- observance of the obligations under this Indemnity Bond by the Agent shall inter-alia constitute a criminal breach of trust on the part of the Agent for all intents and purpose including legal/penal consequences.

4. That this Indemnity Bond is irrevocable. If it at any time any loss or damage occurs to the equipment or any part thereof is misutilised in any manner whatsoever, then the Agent hereby agrees that the decision of the HLL as to assessment of loss or damage to the equipment shall be final and binding on the Agent. The Agent binds itself and undertakes to replace the lost and/or damaged equipment at his own cost and/or shall pay the amount of loss to HLL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to HLL against the Agent under the contract and under this Indemnity Bond.
  
5. NOW THE CONDITION of this Bond is that if the Agent shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of HLL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Agent has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

For and on behalf of  
M/s.....

**WITNESS**

1. 1. Signature.....  
Signature.....

2. Name.....  
3. Address.....

Name.....  
Designation.....  
Authorized Representative.

2. 1. Signature.....  
2. Name.....  
3. Address.....  
.....

(Common Seal)  
(In Case of Company)

\* Indemnity Bonds are to be executed by the authorized person.