

LIMITED TENDER ENQUIRY DOCUMENT

**FOR APPOINTMENT/EMPANELMENT OF AGENT(S) FOR CUSTOM
CLEARING OF JE VACCINE AND DILUENTS**

HLL/PCD/JEV-01/CHA/14-15



BY

HLL Lifecare Limited

(A Government of India enterprise)

Procurement & Consultancy Services Division

B-14A, Sector-62,

Noida-201 307

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NOTICE INVITING TENDERS (NIT)

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Limited Tender Enquiry No.: HLL/PCD/JEV-01/CHA/14-15

15.12.2014

Appointment / Empanelment of Agent (s) for custom clearing and handling of Air consignments of JE Vaccine (Perishable) from custom authorities at Delhi.

1. HLL Lifecare Ltd. (HLL) is a Government of India Enterprises – a Mini Ratna Company, having it's Corporate & Head Office at Thiruvananthapuram. Procurement & Consultancy Service Division of HLL has been ordered by Ministry of Health & Family Welfare, Govt. of India for supply of JE Vaccine. On behalf of the client and under their respective programmes HLL imports JE Vaccine which arrives at Delhi international air port in India where international cargos are handled. The weight of consignments may vary from 50 kg to 20,000 kg. Since these are very sensitive and temperature bound (2-8°C) items, these require utmost care during handling & transportation. The tenderer must have sufficient experience and infrastructure in handling and transportation of such kind of equipments, 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/in expertise/mishandling etc. and will be liable to make good the financial loss caused to HLL or it's clients.
2. Accordingly, HLL invites tender from the Licensed/Recognized Custom House Agents for getting the consignment cleared of the JE Vaccine with Diluents from the Customs, ADC at IGI Airport and Airport Authorities of India and to load to the vehicle (Cold Chain) of consignee with in 6 hours from the landing of the Aircraft at IGI Airport, New Delhi. A notarised copy of the Valid Registration Certificate issued by the Custom Department should be enclosed with the Tender Document along with PAN number of the tenderer.
3. This 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 envelop. Price Tenders/Quotations will be opened only when the firm /company fulfils the eligibility and commercial conditions.
5. 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	HLL Lifecare Ltd. (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14A, Sector-62, Noida - 201 307. Ph: 0120-4071500
ii.	Pre Tender Meeting Date & Time	23rd Dec, 2014 at 11.00 Hrs
iii.	Closing date & time for receipt of Tender	09th Jan, 2015 at 14.30 Hrs
iv.	Time and date of opening of eligibility criteria of tenders.	09th Jan, 2015 at 15.00 Hrs
v	Venue of Opening of quotations Commercial/price Tender.	Same as (i)

8. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Ltd.**, Procurement and Consultancy Services Division, B-14A, Sector-62, Noida -201 307, Uttar Pradesh 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.
9. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated in the Para 7 above.
10. 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 Appointment/ Empanelment of Agent for Clearance and Handling of JE Vaccine ". 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.

Head (P & CD)
HLL Lifecare Ltd.
Procurement and Consultancy Services Division
B-14A, Sector-62, Noida -201 307, UP

**DETAILED SCOPE OF WORK
AND
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 the finalization of BoEs from the time they are filed with the Customs Authorities. All the BoEs should be finalised within reasonable time. Any discrepancy for want of documents shall be promptly brought to the notice of the HLL 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.
3. The Consignments shall be cleared from ADC, Customs, AAI and shall be handed over to consignee at the Gate of Import House at Delhi Airport within 6 (six) hours from the time of landing of aircraft at Delhi airport.
4. Whenever any short landing cargo is noticed, the Agent shall be required to file "Not found" or "Not traceable" notice with the airport authorities and obtain Not Traceable Certificate and lodge formal claim on airport authorities/ concerned airlines with necessary documents under intimation to HLL and will do all the necessary acts to protect the interest of HLL or its clients.
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. The Agent shall maintain a close liaison with HLL. They shall collect documents from HLL/it's clients 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. 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.

9. Agent should Lodge of 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 till the claims are finally settled and amount received by HLL. The Agent shall also assist HLL in filing appeal and subsequent follow-up towards final settlement.
10. Tenderer shall quote for the complete scope of work otherwise their tender shall be liable for rejection.
11. An amount of Rs. 10,000/- (Rupees Ten 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.

12. 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 10,000/- as per point no. 1 of Eligibility Criteria.
- ii) Power of Attorney in favour of Signatory of the Tender document
- iii) Performance Statement as per point no. 2 & 3 of Eligibility Criteria & as per the format given therein
- iv) Financial Statement for last 5 financial years.
- v) Duly notarized documentary evidence of Collaboration, if any.
- vi) Duly notarized documentary evidence of Statutory Permits of Tenderer or their collaborator, if any.
- vii) Duly notarized valid CHA Registration Certificate of Tenderer .
- viii) Copy of self attested Income Tax Certificate/PAN No.
- ix) Copy of self attested Service Tax Registration Certificate
- x) Undertaking to be submitted that the tenderer has not been blacklisted / banned/de-registered/de-barred by any of the Government authorities

- xi) 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.
13. 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.
 14. HLL may request Agent to open P.D. Account with Airport Authority of India (AAI) New Delhi or else where, if required, for payment of statutory charges. These charges relevant to the Bill of Entries (BoEs) shall be debited to the concerned P.D. Account. Cheques/DD for payment of Custom Duty will be issued on receipt of information from the Agent.
 15. 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.
 16. The original bills completed in all aspects should be submitted in triplicates by the Agent and shall be paid/reimbursed by HLL within 30 days of submission of bills as per terms of Letter of Award (LOA). The bills submitted should include AAI Charges, Transportation charges, agency charges, other statutory charges (if any) upto original delivery challan duly sealed and signed with date of delivery.
 17. 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. Filing of BoE and clearance of consignment shall be done within demurrage free period as stipulated from time to time by AAI. 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.
 18. Even in case of any dispute, the consignment shall be cleared by the Agent and handed over to HLL or its representatives pending the settlement thereof.
 19. The Agent shall have to make good to HLL any loss incurred due to negligence or failure on his part to take prompt action in initialization of BoEs and clearance of consignments.
 20. 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 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.

21. Statutory charges and other Government levies will be reimbursed on actual against submission of original documents by the agent on prior approval.
22. The tenderer shall furnish as part of its tender 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.
23. The Agent shall furnish a Performance Bank Guarantee (PBG) for Rs. 1,00,000/- (Rupees One Lakh 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.
24. 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.
25. HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore.
26. 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.
27. 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 .
28. 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.
29. The Jurisdiction in all dispute suits shall be in courts at New Delhi.
30. Airline (Delivery order) Charges will be reimbursed on actual basis on submission of original documents as the proof of payment.
31. Any variations in statutory charges during the currency of contract shall be payable based on the approval from HLL.

ELIGIBILITY CRITERIA

1. The tenderer must enclose a sum of Rs. 10,000/- (Rs. Ten thousand only) as Earnest Money Deposit (EMD) by way of 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 within a reasonable period of time without any interest after finalization of the tender.
2. The tenderer as well as thier collaborator must possess minimum five completed financial years of experience prior to the date of tender opening in the similar fields 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:

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 notarized certificates of satisfactory performance issued by at least 5 clients out of the performance statement justifying their experience as per Sl. No. 2 above.
4. The average annual turnover of the tenderer from similar business must be at least Rs. 10 (Ten) Lakh in any one year during last 5 completed financial years prior the date of tender opening in similar business. A certificate from a Chartered Accountant must be attached to verify the same.
5. Notarized copy of valid CHA Registration Certificate is required to be submitted.
6. Tenderer not meeting above eligibility criteria shall be treated as non-responsive and will not be treated further.

COMMERCIAL/PRICE - TENDER

Consignments are being imported on CIP/ CIF basis.

The tenderders should give their quotes under the heads as per details given below:-

Agency Fee - to be quoted as % of Customs Assessable Value (CAV) in each slab as per Bill of Entry. (All the charges for custom clearing, handling, documentation, loading & unloading etc. must be included in the Agency charges.).

Sl No:	Net assessable Value Per Bill of Entry (Rs.)	Quoted Rate in % of CAV	Mean CAV (Rs.) per BoE	Weightage	Value for comparison of bids
		A	B	C	AXBXC
1	1 to 10,00,000		500000	3	
2	10,00,001 to 25,00,000		1750000	4	
3	25,00,001 to 50,00,000		3750000	5	
4	50,00,001 to 1,00,00,000		7500000	8	
5	1,00,00,001 to 2,00,00,000		15000000	30	
6	2,00,00,001 to 3,00,00,000		25000000	30	
7	3,00,00,001 to 4,00,00,000		35000000	10	
8	4,00,00,001 to 5,00,00,000		45000000	5	
9	5,00,00,001 & above		70000000	5	
				Total	

Comparison / Ranking will be made and the work will be awarded to the lowest bidder. The procedure for ranking will be as follows:-

- (i) The quoted % rate of custom clearing charges (A) will be multiplied by the Mean CAV (B) and weightage (C) in the respective slab to arrive at total slab offer.
- (ii) Total slab offers (1to9) shall be summed up for comparison and to arrive the lowest bidder.
- (iii) The above calculations are only for evaluation purpose.

Very Important NOTE:

- I. The Estimated Customs Assessable Value of the goods to be custom cleared is approximately Rs. 100 Crores but this is merely an indication and no commitment is being made at this stage. Therefore, no representation will be entertained if the actual CAV is lower/higher.
- II. Service Tax, on agency fee may be indicated separately. If the same is not indicated, the agency fee will be taken as inclusive of tax.
- III. No other charges will be admissible unless specifically mentioned in the tender document.
- IV. The Price Tender must be submitted strictly in the format prescribed in commercial Tender and if Price Tenders are submitted in any other format, then it will be summarily rejected.
- V. Tenders send through fax, cable or electronically shall be ignored.

Date & Place

Signature, name & address of tenderer