

# **E-TENDER DOCUMENT**

**FOR**

**HIRING OF COLD STORAGE AREA FOR  
THE STORAGE OF MEDICINES  
BETWEEN 15 TO 25 DEGREE CELSIUS**

**Tender No: HLL/MKG/COVID/COLD STORE/T01 DATED  
11.08.2021**

**E - Tendering**



**Supply Chain Management Division  
HLL Lifecare Limited  
(A Government of India Enterprise) No.26/4, HLL Bhavan,,  
Velachery - Tambaram Main Road, Pallikaranai .P.O.,  
Chennai – 600100, Tamil Nadu.  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)  
E-mail id: [logistics@lifecarehll.com](mailto:logistics@lifecarehll.com)  
CIN: U25193KL1966GOI002621**

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**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
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Chennai -600100 Tamil Nadu, India  
Tel: +044 29813734  
Website – www.lifecarehll.com  
CIN: U25193KL1966GOI002621

**NOTICE INVITING TENDER (NIT)**

**NIT No:** HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent and experienced parties/cold storage service providers who are capable of executing the following item/work meeting the requirements as per our tender.

<b>SI No</b>	<b>Particulars</b>	<b>Description</b>
1	Name of Item/Work	Hiring of Cold Storage area for the storage of Medicines between 15 to 25 degree Celsius.
2	Location of cold storage	1. Mumbai 2. New Delhi / Gurugram / Noida
3	Brief description of Item/Work	Hiring of Cold Storage area for the storage of Medicines between 15 to 25 degree Celsius. <b>Storage Area:</b> <b>Minimum: 1000 Sq.ft per location,</b> <b>Maximum: 25000 Sq.ft per location.</b>
4	Period of completion	The contract period is for 180 days and will be further extendable by the parties on mutually consent basis.
5	Price Validity	180 days from the date of opening of Price bid
6	Eligibility criteria for Bidders	As per Tender document
7	Last date and time for online submission of bids	<b>18.08.2021 at 15:00 hrs.</b>
8	Date and time of opening of e-tender	<b>19.08.2021 at 15:00 hrs.</b>

9	Address for Communication at HLL regarding the tender	Deputy General Manager HLL Lifecare Limited, No.26/4, HLL Bhavan, Tambaram – Velachery Main Road, Pallikaranai PO, Chennai -600100, Tamil Nadu, India Tel: +044 29813734 Website – www.lifecarehll.com
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1. Tenders are invited under two bid systems from Cold storage service providers who can provide cold storage facilities for storage of medicines preferably within city limits.
2. The contract period is for 180 days and will be further extendable by the parties on mutual consent basis. The contract period may be increase or decrease as per the requirement of HLL. Hence the Cold storage service provider shall be eligible to claim for only for the shortest agreed period and for the entire contract period.
3. Minimum guaranteed storage period of 60 days will be ensured.
4. The cold storage can be vacated by the HLL at any time by giving 30 days' notice during the contract period.
5. Web link for Pre-bid meeting will be issued as addendum.
6. HLL reserves right to hire cold storage area at any one of the location or all the location. Service provider shall have no claim for all locations tendered.

**SCOPE OF WORK FOR HIRING OF COLD STORAGE AREA FOR THE STORAGE OF MEDICINES BETWEEN 15 to 25 DEGREE CELSIUS :**

1. Minimum cold storage capacity offered shall be 1000 Sq.ft per location. The storage space in addition to 1000 Sq.ft may be extended upto 25000 Sq.ft based on requirement.
2. It shall have proper lighting, proper drainage, boundary wall and other infrastructure facilities required for safe storage of medicines.
3. Unloading, stacking, packing and loading of medicines from/ to truck/trailer/tractors shall be done by the cold storage service provider of cold store, with no additional cost to HLL.
4. Open shelf racks and pallets can be used for goods storage. Bulk supplies to be stored on pallets and loose items to be stored on shelves. Standard ISO pallets shall be used for goods storage. Four shippers per block shall be stacked on pallets and permissible shippers per block on shelves to ensure optimum storage volume.
5. Preservation of goods from loss, rodent/termite, moisture etc. shall be the Cold storage service provider responsibility.
6. Watch and ward of premises shall be cold storage service provider responsibility.
7. CCTV Camera shall be installed at all cold storage areas by Cold storage service provider.
8. Maintenance of premises including cold chain will be of Cold storage service provider responsibility.
9. Necessary document for receipt and issue of medicines (Goods Received Note, Outward Invoice, Branch Transfers and E-Waybill, etc), Cold Storage Administration, Inventory Management and MIS report shall be prepared and maintained by the Cold storage service provider in the software provided by HLL.
10. Periodical fumigation shall be done by the cold storage service provider.
11. Insurance for the value of medicines stocked in cold store shall be the responsibility of HLL and the insurance of the premises / equipments / staffs etc shall be the responsibility of cold storage service provider.
12. Drug License required for the storage of medicines shall be the responsibility of the cold storage service provider and the license shall be arranged by cold storage service provider at their cost. The licensee name shall be authorized/ nominated by HLL.
13. Temperature recordings at different intervals of time to be taken by the cold storage service provider and electronically shared with HLL.
14. The cold storage service provider shall ensure power back by standby Diesel Generator set or similar arrangements for uninterrupted power supply.

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Price Bid / Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders shall be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted, the bidder shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tenderportal.
8. Bidders are advised to visit CPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

### 9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / (n)Code / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

## 9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

## 9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.



10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:-

For any technical related queries please call at 24 x 7 Help Desk  
Number: 0120-4001 062, 0120-4001 002, 0120-4001 005,  
0120-6277 787

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority  
Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

**Deputy General Manager**  
**HLL Lifecare Limited,**  
**No.26/4, HLL Bhavan,**  
**Tambaram – Velachery Main Road,**  
**Pallikaranai PO,**  
**Chennai -600100 Tamil Nadu, India**  
**Tel: +044 29813734**  
**Website – [logistics@lifecarehll.com](mailto:logistics@lifecarehll.com)**

15. The bids shall be opened online at the **Office of the Deputy General Manager** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the **Office of the Deputy General Manager** during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

### 18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>).
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

### 19. Tender Processing Fees and Bid Security (EMD):

**NOT APPLICABLE**

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.

22. In case, it is found during the evaluation or at any time before awarding the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Ltd as deemed fit.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

**Note:- It is necessary to click on “Freeze bid” link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

**Deputy General Manager**

## **INSTRUCTIONS TO THE BIDDERS (ITB)**

### **1. INTRODUCTION**

HLL Lifecare Limited (HLL) is a public sector undertaking, incorporated in the year 1966, under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations". In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into healthcare services, while nurturing its core businesses in reproductive health.

### **2. SCOPE OF THE BID**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced cold storage service providers to hire cold storage for storage of Medicines between 15 to 25 degree celsius.

### **3. ELIGIBILITY OF BIDDERS**

3.1 A Bidder should have following eligibility criteria to submit bids against this tender.

- The bidder should be a firm having at least 3 years relevant work experience last three financial year to the bid opening in the field of temperature controlled medicines storage.
- Bidder firms should have a minimum average annual turnover of **Rs.1.00 Crore** in the past three financial years (2018-19, 2019-20 and 2020-21 – provisional / original) certified by a Chartered Accountant.
- The service providers should be registered in India. Copy of GST Registration certificate to be attached.

### **4. COST OF BIDDING**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "HLL", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

## **5. GETTING INFORMATION FROM WEB PORTAL**

- 5.1 All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 5.2 All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 5.3 The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

## **6. BIDDING DOCUMENTS**

### **6.1 Content of Bidding Documents**

The bidding documents shall consist of the following unless otherwise specified

- Notice Inviting Tender(NIT)
- Instructions to Bidders
- Price Bid Format / BoQ
- General and special Conditions of Contract
- Annexures to Bid

- 6.2 The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 6.3 The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Scope of the work etc. in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

## **7. CLARIFICATION OF BIDDING DOCUMENTS**

- 7.1 A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5PM.
- 7.2 In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.

## 8. AMENDMENT TO BIDDING DOCUMENTS

- 8.1 Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 8.2 Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 8.3 If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the add end unpublished.

## 9. PREPARATION OF BIDS

### 9.1 Language of the Bid

All documents relating to the bid shall be in the English language.

### 9.2 Mandatory documents to be submitted along with the Technical Bid

9.2.1 The online bid submitted by the bidder shall comprise documentary proof of the following:

1. Technical Bid as per Annexure-1
2. GST Certificate (self attested copy).
3. Copy of Non Conviction certificate (self-certified)
4. Permanent Account Number (Self attested Copy)
5. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc. as applicable. (Self attested Copy).
6. Documentary evidence to establish the work experience (at least 3 years) in the field of Cold chain warehouse solutions / Cold chain logistics solutions (Self Certified copy of previous work orders from reputed organizations / experience letters issued by reputed organizations).
7. Details of the Qualified Manpower (Name of the person, Designation, Full time / Part time engagement, Education Qualification, Experience certificates etc.) under disposal of the Applicant for engaging in the evaluation.
8. Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years (2018-19, 2019-20, 2020-21 (original / provisional) of not less than Rs.1.00 Crore duly certified by a chartered accountant.
9. Self Declaration as per Annexure-2
10. Bid Form as per Annexure-3
11. Power of attorney for signatory of bid in Rs. 300/- stamp paper duly notarized.
12. Annexure 4 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the Udyog Aadhar Memorandum Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”

13. Annexure 5 – Indemnity Certificate
14. Annexure 6 - Performance Bank Guarantee Format
15. Annexure 7 – Check List
16. Annexure 8 - Bid Securing Declaration

9.2.2 Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

### 9.3 Bid Prices

- 9.3.1 The Bidder shall bid mandatorily as described in the Price bid, and any discrepancies in the quote may entitle the quoted item/ bid to be disallowed.
- 9.3.2 The rates quoted by the Bidder shall be inclusive of all expenses required to carry out the entire scope of the work mentioned in this tender document. GST as applicable shall be quoted separately and will be paid as per the rules.
- 9.3.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract.
- 9.3.4 Price comparison during evaluation will be done by HLL.

### 9.4 Currencies of Bid and Payment

9.4.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

## 10. SUBMISSION OF BIDS

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference.

Copies of all certificates and documents shall be uploaded while submitting the tender online.

10.1 The tender is invited in **2 Envelope system**

10.2 Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

10.2.1 The Party has to provide Performance Security if Tender is awarded to them.

#### a) **Envelope - I (Technical bid):**

Technical Bid should contain fully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 9.2.1.



**b) Envelope – II (Financial Bid): The Financial e-Bid through CPP Portal:**

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Prices shall be quoted in Indian Rupees.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the service provider at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm, then HLL shall take the following action:
  - i. The service provider shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

**11. DEADLINE FOR SUBMISSION OF THE BIDS**

11.1 Bid shall be received only online on or before the date and time as notified in NIT. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

**11.2 Modification, Resubmission and Withdrawal of Bids**

- 11.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 11.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 11.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

**12 . BID OPENING AND EVALUATION**

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.



## 12.1 Bid Opening Process

12.1.1 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

**Envelope - I:** Opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

**Envelope - II:** The financial bids of only the technically qualified bidders as per Eligibility Criteria shall be opened. (Depending on evaluation of Envelope I, the date shall be intimated through CPP Portal)

12.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

## 12.2. Confidentiality

12.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favor of the successful bidder.

12.2.2. Any effort by a Bidder to influence the Purchaser during the processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders bid.

12.2.3. All the deliverables mentioned in the scope of the tender and its working papers will be the exclusive properties of HLL. The service provider shall not share the documents with any third party for price or free-of-cost.

## 12.3 Clarification of Bids

12.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

12.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

## 12.4. Examination of Bids, and Determination of Responsiveness

12.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required documents and certificates.

12.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- Which affects in any substantial way the scope, quality, or performance of the Works;
- Which limits in any substantial way, inconsistent with the bidding documents, the HLL's rights or the Bidder's obligations under the Contract;
- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

12.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

12.4.4. Non submission of legible or required documents or evidences may render the bid non- responsive.

12.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

## 12.5. Negotiation on Bids

The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

## 13 BID VALIDITY

13.1 Bids shall remain valid for the period of **180 (One Eighty)** days from the date of opening of the price bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

13.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request at its will. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of the Performance Security for the period of the extension.

## 14. STATUTORY EXEMPTIONS:

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors.

## **15. BID SECURITY (EMD)**

EMD is not applicable to this Tender as stipulated by Government order number No. F.9/4/2020-PPD dated 12th November 2020.

### **BID SECURING DECLARATION**

In place of a Bid security, the bidders are required to sign a Bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, execute the delivery as per the requirements or fail to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of time as per the discretion of the tenderer.

## **16. TENDER PROCESSING FEE**

**NOT APPLICABLE**

## **17. ALTERATIONS AND ADDITIONS**

- 17.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

## **18. INDEMNIFICATION CLAUSE**

The service provider shall indemnify and hold harmless HLL from and against all claims, liability, loss, damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

## **19. PERFORMANCE SECURITY**

19.1 Within 15 days from date of the issue of Contract / Work Order / Letter of Intent (LoI) by HLL, the bidder, shall furnish performance security to HLL for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations of the bidder.

19.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

19.3 It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of HLL. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond the date of completion of all contractual obligations of the bidder.

19.4 In the event of any failure /default of the bidder with or without any quantifiable loss to the HLL, the amount of the performance security is liable to be forfeited.

19.5 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

19.6 HLL will release the Performance Security without any interest to the supplier on completion of all contractual obligations stipulated in this bid.

## **20. PAYMENT TERMS**

- 20.1** Payment will be done on submission of bills in duplicate subject to deduction of TDS within 15 days for monthly storage. Log sheets for item wise stock statement, details of In/Out ward entries, E way bills /Invoices, Utilized storage area per Week of medicines are essentially attached with the bill.
- 20.2** Rate given by the bidder shall be inclusive of rent and all expenses required to carry out the entire scope of work mentioned in this tender document. GST as applicable shall be quote separately and will be paid as per th rules.
- 20.3** No advance payment shall be entertained by the HLL Lifecare Ltd
- 20.4** The amount shall be paid by HLL in Indian Rupees.
- 20.5** Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

## **21. TAXES AND DUTIES**

The Bidder shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder by all municipal, state, or national government authorities etc. in connection with the Services rendered under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder

## **22. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

Service providers registered and operating in India only be eligible for quoting against this tender". However, for compliance of public procurement (Preference to Make in India), Order 2017 all the bidders should submit a declaration certifying that they are offering 100% services from India for the services required under this tender and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.

### 23. INSPECTION AND TESTS

Cold storage and stocks should be thoroughly inspected. Inspection should consist of:-

- Checkup cold storage walls, roof, floor, pallets and shelves (Fortnightly).
- Checkup peripheral, top and bottom layer of stocks (Fortnightly)
- Check up Batch wise inventory (weekly).

The observations made during inspection should be recorded in the stack wise inspection register. A detailed report about the action taken should be sent to Company.

### 24. INDEMNITY:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) /Bidder's breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Bidder.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure4

### 25. SHORT IN STORAGE / SHORT SUPPLY:

- 25.1. The cold storage service provider shall be responsible for the Storage losses which are not acceptable to the Company beyond the prescribed norms.
- 25.2. For any shortages in material reported an amount equivalent to the cost of medicines as decided by the concerned officer shall be deducted from the cold storage bills.
- 25.3. If the cold storage service provider violates the standing instructions, the Company shall be at liberty to decide it for any damages, losses, charges, costs or expenses suffered or incurred by it. The total sum claimed shall be deducted from any sum due, or which at any time thereafter may become due to the cold storage service provider.

### 26. PARALLEL CONTRACTS:

HLL reserves the right to enter into parallel contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more service providers.

HLL also reserve the rights (1) to enter into parallel Price Agreement(s)/ Contract(s) simultaneously or at any time during the period of the Price Agreement/Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this contract with one or more bidder(s) for such quantity of such item or items as HLL (whose decision shall be final) may determine.

## **27. IN CASE OF DEFAULT**

HLL is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

## **28. RISK PURCHASE**

If L1 or any other parties' defaults (fails to offer the desired services as per the scope of work on time), then the HLL reserves the right to obtain services from L2 or higher bidder or from market at the risk and cost of L1 service provider and if the contract is awarded a price higher than the contract value, HLL shall have the right to claim the difference upon whom order was originally placed and L1 will be under obligation to pay the same. In addition, HLL is entitled to recover the business loss suffered by HLL consequent to default for completing the evaluation.

## **29. FORCE MAJEURE**

29.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of HLL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

29.2 If a Force Majeure situation arises, the service provider shall promptly notify HLL in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by HLL in writing, the service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **30. GOODS REPLACEMENT:**

NOT APPLICABLE.

## **31. CLARIFICATIONS ON BIDS**

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

## **32. CONTACTING HLL**

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to [logistics@lifecarehll.com](mailto:logistics@lifecarehll.com)
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.



### **33. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

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

HLL does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Work order or Contract Agreement.

HLL reserves the right to resort to retendering without providing any reasons whatsoever. HLL shall not incur any liability on account of such rejection.

HLL reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

HLL reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for HLL's action.

### **34. HLL'S RIGHT TO VARY STORAGE AREA AT TIME OF AWARD**

HLL reserves the right at the time of award of contract to increase or decrease the storage area originally specified in the bid document without any change in per square feet rate or other terms and conditions

### **35. EVALUATION AND COMPARISON OF BID**

- 35.1 HLL will evaluate and compare bids previously determined to be substantially responsive.
- 35.2 Selection of bidder will be based on the lowest total price quoted for performance of Evaluation in all the States.
- 35.3 Arithmetical errors will be received on the following basis. If there is a discrepancy between the amount in words and figures, the amount in words will prevail. If an Applicant does not accept the correction of errors, its bid will be rejected.

### **36. SETTLEMENT OF DISPUTES AND JURISDICTION**

All disputes or differences or claims arising out of or in connection with or touching this Tender or its subsequent order / agreement shall be settled amicably between the parties through mutual negotiations.

The competent Court in the state of Kerala shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process and its subsequent contract

### 37. MAJOR RESPONSIBILITIES OF SERVICE PROVIDER

- a. The cold storage service provider shall be responsible for all repairs which is necessary for proper maintenance and storage of medicines. The cold storage service provider shall be responsible for day to day maintenance of the store and other allied facilities at his own cost. Any damage to the stock on any account shall be recoverable from the cold storage service provider.
- b. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract agreement /Work order.
- c. The service provider shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel.
- d. Cold storage service provider should assist (based on HLL request) for submission of documentations to Govt departments / police cases, etc if any required in relation to any incident happened to HLL Goods / employees inside the premise/ compound of the service provider

### 38. GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### 39. AWARD CRITERIA

Final evaluation shall be done based on weighted average method as under;

Storage Area	1000 Sq.ft	Above 1000 Sq.ft
Weightage	0.10	0.90
Storage Cost per Square feet area	x	y
Weighted Average Storage Cost	= 0.10x + 0.90y	

The HLL Lifecare Ltd (HLL) will enter into an agreement with the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid based on the weighted average storage cost in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.



#### 40. NOTIFICATION OF AWARD

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award/ Work order will constitute the formation of the Contract. The service provider shall give acceptance of the Notification of award/Work order on the same day as the date of issue by sending the signed copy of the same failing which, HLL shall have the right to cancel the order. The conditions mentioned in the Notification of award/Work order will be mutually binding for both the parties and the bidder and HLL shall abide by the same.

#### 41. TERMINATION

HLL reserve right to terminate/ cancel the Notification of award/ Work order at any time for any reason without any liability on HLL.

#### 42. AGREEMENT:

- a. The bidder who is selected will have to execute an agreement on non- judicial stamp paper of Rs.200/- (stamp duty to be paid by tenderer) with HLL. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.
- b. If the successful tenderer fails to execute the agreement or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, HLL Lifecare Limited whose decision shall be final.

#### 43. CORRUPT OR FRAUDULENT PRACTICES

43.1 The purchaser requires that the bidders, service providers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl.No.	Term	Meaning
a	Corrupt Practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
b	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

c	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
d	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

43.2 HLL will reject the proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **44. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITHINDIA.**

“Not applicable, as service providers registered and operating in India are only be eligible for quoting against this tender”

#### **45.PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE’s):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

#### **46. NON-DISCLOSURE**

Except with the prior consent of HLL, the bidder / service provider shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract.

**PRICE BID FORMAT**

This is to certify that the undersigned had read and understood the terms and conditions of this Tender document. The undersigned also agrees to abide by the terms and conditions as aforesaid.

S.No	Description	Location	Storage Area (Square Feet)	Storage Area Rental Rate per Square Feet (Rs)	GST Rate (%)	GST Amount (Rs)	Total Amount (Rs)
1	Cold Storage facility rental charges of medicines stored between 15 to 25 degree Celsius	Mumbai	1000				
		New Delhi	1000				
		Gurugram	1000				
		Noida	1000				
2	Cold Storage facility rental charges of medicines stored between 15 to 25 degree Celsius	Mumbai	1001 to 25000				
		New Delhi	1001 to 25000				
		Gurugram	1001 to 25000				
		Noida	1001 to 25000				
<b>Total</b>							

Note: The rates quoted by the Bidder shall be an amount inclusive of all expenses required to carry out the entire scope of the work mentioned in this tender document. GST as applicable shall be quoted separately and will be paid as per the rules.

For bid evaluation purpose weighted average storage cost will be calculated.

Note: Price bid format shall not be changed.

**(Signatures of Authorized signatory)**

Name.....

Designation.....

Seal .....

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between HLL and the service provider as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means the cold store for storage of Medicines and other ancillary services as transportation and insurance, and other incidental services, covered under the contract;
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "HLL" means HLL Lifecare Limited;
- (g) "The service provider" means the individual or firm performing the Independent Evaluation under this Contract;
- (h) "Day" means calendar day.
- (i) "Work Completion period" means the period applicable upto completion of the work by the Service provider at the required site mentioned in Notification of award/ Work order and accepted by HLL.

### **2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. STANDARDS**

3.1 The Evaluation shall be conducted in accordance with the Statutory requirements as mentioned in the Scope Of Bid.

### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.1 The Service provider shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2 The Service provider shall not, without HLL's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of HLL and shall be returned (in all copies) to HLL on completion of HLL's performance under the Contract if so required by HLL.

## **5. SUBCONTRACTS NOT ALLOWED**

## **6. CONTRACT AMENDMENTS**

- 6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **7. TRADE MARK, COPY RIGHTS**

- 7.1 The Service provider shall indemnify HLL against all third-party claims of infringement of trademark, copy rights or industrial design rights arising in India.

## **8. SAFETY, SECURITY AND INSURANCE**

- 8.1 The Service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel.

## **9. CHANGE ORDERS**

- 9.1 HLL may at any time by written order given to the Service provider, make changes within the general scope of the Contract in any one or more of the following:

(a) The services to be provided by the Service provider.

## **10. ASSIGNMENT**

- 10.1 Service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with HLL's prior written consent.

## **11. TERMINATION BY DEFAULT**

- 11.1 HLL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Service provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by HLL, or.
- (b) If the Service provider fails to perform any other obligation(s) under the contract.
- 11.2 In the event HLL terminates the Contract in whole or in part, HLL may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered/unperformed, and the Service provider shall be liable to HLL for any excess costs for such similar Services. However, the Service provider shall continue the performance of the Contract till such time.

## **12. TERMINATION FOR INSOLVENCY**

HLL may at any time terminate the Contract by giving written notice to the Service provider, if Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HLL.

### **13. APPLICABLE LAW**

The bidding process and its subsequent contract shall be interpreted in accordance with the laws of the Union of India.

### **14. NOTICES**

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **15. TAXES AND DUTIES**

Service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the completion of Service / Contract.

### **16. PACKING**

16.1 Not Applicable.

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.**

**TECHNICAL BID**

**Subject: Application for offering cold storage area to HLL Lifecare Ltd. for the storage of Medicines between 15 to 25 degree Celsius.**

I wish to offer the following cold storage area to HLL Lifecare Ltd. for the storage of medicines between 15 to 25 degree Celsius :-

<b>1. Tender Notification Number: HLL/MKG/COVID/COLD STORE/T01</b>				
<b>2. Date of opening of Technical Bid 12.00 HRS on 18.08.2021</b>				
<b>Sl. No</b>	<b>Details</b>	<b>To be filled by the tenderer</b>		
<b>1</b>	Name of the cold storage area with full address along with telephone and e-mail id.	.....		
<b>2</b>	Details of Head office and Branch offices with full address along with telephone and e-mail id.	.....		
<b>3</b>	Status of Tenderer	.....		
	(Individual, Proprietor Firm, Partnership Firm, Company, HUF, other)	.....		
<b>4</b>	Details of Municipal survey number/title of property	.....		
<b>5</b>	Load support system available at storage area	1. Pallets : YES / NO 2. Open Shelve Racks : YES / NO		
<b>6</b>	Total Storage space capacity in Sq.ft area	.....		
<b>a</b>	Detail of Total Storage area capacity in feet units.			
	<b><u>S.No</u></b>	<b><u>Location</u></b>	<b><u>Cold Room No.</u></b>	<b><u>LxBxH( in feet.)</u></b>
<b>7</b>	Total Storage space available for immediate use in Sq.ft area	.....		



8.	Financial capacity i.e. turnover of the tenderer for the last three financial years, i.e. 2018-19, 2019-20, 2020-21 as per Audited Balance Sheet. (Condition 13) of the tender notice) <b>(Scanned Copy of audited balance sheet to be upload)</b> along with a copy of Acknowledgement of Income Tax Return for last three financial years i.e. 2018-19, 2019-20, 2020-21.	
	<b>Financial Year</b>	<b>Turnover in Rs.</b>
	2018-19	
	2019-20	
	<b>Average of three</b>	
9	<b>PAN Card</b>	.....
10.	<b>GSTN Details</b>	.....
11.	<b>Tenderer's Bank Details</b>	
a.	<b>Type of Account</b> (Saving Bank A/c / Current A/c / Cash Credit A/C / Over Draft A/c)	
b.	<b>Account Number</b>	
c.	<b>Name of Bank and Branch</b>	
d.	<b>IFSC Code</b>	
12.	<b>Details of facilities available</b>	
	<b><u>(a)Electricity</u></b>	
	(i) Status of electric wiring outside the cold storage.	
	(ii) Status of electric wiring inside the cold storage.	
	(iii) No. of light points/plug points provided in cold storage.	
	<b><u>(b) Fire fighting arrangements:</u></b>	
	(i) Willingness to install fire extinguishers	<b>Yes / No</b>
	<b><u>(c) Adequate drinking water facilities</u></b>	
		<b>Yes / No</b>
	<b><u>(d) Adequate toilet facilities</u></b>	
		<b>Yes / No</b>
	<b><u>(e) Office room for HLL Lifecare Ltd. Staff</u></b>	
	<b>Yes / No</b>	
<b><u>(f) Security:</u></b>		
(i) Permanent boundary wall	<b>Yes / No</b>	
(ii) Willingness to provide 24 hours security staff (mention no. of security staff per shift)	<b>Yes / No</b>	

	<b>Distance of Cold Storage Facility (in Kms.)</b>	
	(i) From nearest railway Goods-shed	
	(ii) From National Highway	
<b>13.</b>	(iii) From State Highway	
	(iv) From pucca black topped main road	
	<b>Condition of the Cold Storage Facility:</b>	
	(i) <b>Floor:</b> whether cement concrete, stone slabs, un plastered brick, kutcha etc.	
	(ii) <b>Roof:</b> whether of tiles, GI sheets, tin sheets, cement concreted	
	(iii) <b>Walls:</b> Whether of bricks plastered and white washed, un-plastered brick stone etc.	
<b>14.</b>	(iv) <b>Doors:</b> Whether of wood, tin sheet or iron gribble etc. with condition of structure and material used.	
	(v) <b>Plinth:</b>	
	(a) Floor height of Cold Store	
	(b) Height from adjacent ground level	
<b>15.</b>	Year of construction of the Cold Store and age of individual units.	
<b>16.</b>	Is the Cold Store having its independent entrance from security angle?	<b>Yes / No</b>
<b>17.</b>	Whether Cold Store can be taken on rent in present condition without any repairs?	<b>Yes / No</b>
	<b>What is the minimum / maximum period for which Cold Store can be given on rent?</b>	
<b>18.</b>	Minimum Period	
	Maximum Period	
<b>19.</b>	Willingness to obtain all necessary licenses from respective competent authorities for running the services.	<b>Yes / No</b>

I / We hereby submit technical bid for Cold Storage area offering services for storage of medicines by HLL Lifecare Ltd. as per terms & conditions of the above mentioned notification of HLL Lifecare Ltd. which are acceptable to me/ us.

I / We are aware that while evaluating the bid, if any of the items mentioned above is not found meeting the requirement of the tender notice, the bid will not be accepted

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Designation and Common Seal**  
**Station** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Annexure-02**

**(Taken in Company Letter Head)  
SELF - DECLARATION**

Tender: HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021

To,  
Deputy General Manager  
HLL Lifecare Limited,  
No.26/4, HLL Bhavan,  
Tambaram – Velachery Main Road,  
Pallikaranai PO,  
Chennai -600100 Tamil Nadu, India  
Tel: +044 29813734  
Website-www.lifecarehll.com

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any Services we have quoted, by State Government or Government of India / Other Statutory Bodies, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID submitted by us against this Tender.

We have also noted that after submission of BID and before award contract, if we are de registered or debarred or blacklisted by State Government or Government of India / Other Statutory Bodies, our BID will be considered as Non-responsive.

We hereby certify that, our offer under this tender is 100% services from India and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.

We hereby declare that the facts furnished for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

**Date:**  
**Place:**

**Signature:**  
**Name with Seal:**  
**Designation:**

(Taken in Company Letter Head)

**BID FORM**

Ref: HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.21

To,

Deputy General Manager  
HLL Lifecare Limited,  
No.26/4, HLL Bhavan,  
Tambaram – Velachery Main Road,  
Pallikaranai PO,  
Chennai -600100 Tamil Nadu, India  
Tel: +044 29813734  
Website-www.lifecarehll.com

Dear Sir,

**Tender: HIRING OF COLD STORE FOR STORAGE OF MEDICINES.**

**Tender No. HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall: Commence work and shall make all reasonable endeavour to achieve contract acceptance. We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 6 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for Service is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for Supply of Services as per the scope of this tender.

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

We, the Bidder shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Bidders. (iii) any liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

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

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

[insert: year]. Signature.....

Name.....

Full Address with contact person Name, Phone number and  
Email Designation and Common Seal...

**Annexure – 04**

**(Taken in Company Letter Head)**  
**CATEGORY DETAILS OF ORGANIZATION**

Sl. No	Description	Yes/No
1.	Whether the organization belongs to the MSME category	
2.	If yes whether the organization belongs to MSE category	
3.	Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	Whether the MSE organization belongs to woman entrepreneur.	

**\*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

**\*The Udyog Aadhar no of the bidder .....**

**(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)**

**Date:**

**Signature of the Bidder:**

**Place:**

**Name with  
seal:  
Designation:  
Address:**

**Annexure – 05**

**(Taken in Company Letter Head)  
INDEMNITY CERTIFICATE**

To,  
Deputy General Manager  
HLL Lifecare Limited,  
No.26/4, HLL Bhavan,  
Tambaram – Velachery Main Road,  
Pallikaranai PO,  
Chennai -600100 Tamil Nadu, India  
Tel: +044 29813734  
Website-www.lifecarehll.com

Dear Sir,

As a service provider to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert: number] day of [insert: month],  
[insert: year]. Signature.....  
Name.....  
Full Address with contact person Name, Phone number and Email  
Designation and Common Seal...

**Annexure – 06**

(Taken in Company Letter Head)

**PERFORMANCE BANK GUARANTEE FORMAT**

To: \_\_\_\_\_ (Name of Purchaser) (herein after called "the HLL Lifecare Ltd") **WHEREAS** \_\_\_\_\_ (Name of Service Provider) (herein after called "the Cold Storage Service provider") has undertaken, in pursuance of Contract No. \_\_ dated \_\_\_\_\_ 20\_\_ to provide \_\_\_\_\_ (Description of Services) (hereinafter called "the Contract"). **AND WHEREAS** it has been stipulated by you in the said Contract that the Service provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service provider's performance obligations in accordance with the Contract. **AND WHEREAS** we have agreed to give the Service provider a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_

Address: \_\_\_\_\_

**Annexure - 07**

**CHECK LIST**

<b>Sl. No</b>	<b>PARTICULAR OF DOCUMENT</b>	<b>Attached/ Not Attached</b>	<b>Page No</b>	<b>Remarks</b>
1	Copy of Udyog Aadhaar, in case of MSME bidders			
2	Copy of PAN Card & GSTN details			
3	Authenticated copy of the Memorandum of Association/Articles of Association/ Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
4	Documentary evidence to establish the work experience (at least 3 years) in the field of Cold chain warehouse solutions/Cold chain logistics solutions (Self Certified copy of previous work orders from reputed organizations/experience letters issued by reputed organizations).			
5	Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.1 Crores (Rupees One Crore only) during the last three years i.e. 2018-2019, 2019-20 and 2020-2021 (Original / Provisional).			
6	Details of the Qualified Manpower (Name of the person, Designation, Full time / Part time engagement, Education Qualification, Experience certificates etc.) under disposal of the Applicant for engaging in the evaluation.			
7	Copy of Recent Non conviction certificate (self-certified)			
8	Power of Attorney in stamp paper (RS.300/-) duly notarized authorizing the signatory to sign the bids and transact business.			
9	Annexure 1 – Technical Bid			
10	Annexure 2 - Self Declaration			
11	Annexure 3 - Bid Form			
12	Annexure 4- Category details of Organization			
13	Annexure 5- Indemnity Certificate			
14	Annexure 6 – Performance Bank Guarantee Format			
15	Annexure 7 – Check List			
16	Annexure 8 – Bid securing Declaration			



**Annexure - 08**

**(Taken in Company Letter Head)**  
**BID SECURING DECLARATION**

**Tender: HIRING OF COLD STORE FOR STORAGE OF MEDICINES**

**Tender No. HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021**

To,

Deputy General Manager  
HLL Lifecare Limited,  
No.26/4, HLL Bhavan,  
Tambaram – Velachery Main Road,  
Pallikaranai PO,  
Chennai -600100 Tamil Nadu, India  
Tel: +044 29813734  
Website-www.lifecarehll.com

Dear Sir,

We hereby confirm that, if we, M/s ..... withdraw or modify our bids pertaining to the tender (Tender Number and Date) .....during the period of validity, or if we are awarded the contract and fail to sign the contract, or fail to deliver the items as per the requirements or fail to submit a performance security before the deadline defined in the tender document, will be suspended for the period of time as per the discretion of the tenderer.

Signature:

Name:

Designation and Common Seal:

Station:

Date:

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TENDER NO: HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021

TENDER NO: HLL/MKG/COVID/COLD STORE/T01 DATED 11.08.2021