

E-TENDER DOCUMENT

FOR

Appointment of Palletizing Agent for Export Cargo on Pan-Kerala basis

NIT No: HLL/CHO/IBD/MKTG/2024-25/03DT. 03-09-2024



INTERNATIONAL BUSINESS DIVISION HLL LIFECARE LIMITED

(A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588

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NOTICE INVITING TENDER (NIT)

NIT No: HLL/CHO/IBD/MKTG/2024-25/03

03.09.2024

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

SI No	Particulars	Description
1	Name of Item/Work	Appointment of Palletizing Agency for Export Cargo on Pan Kerala basis
2	Location of Delivery/Work	Specified locations in Kerala
3	Estimated Cost of the Item/Work	Rs.60.00 - 80.00 Lacs excluding GST at 18%
4	Brief description of Item/Work	Appointment of Palletizing Agency for Export Cargo on Pan Kerala basis
5	Bid Security/EMD	Rs.25,000/-
6	Bid Submission Fee/Tender Fee	Rs.1,000/- including GST @ 18%
7	Period of completion	Immediate
8	Eligibility criteria for Bidders	As per Tender document
9	Last date and time for online submission of bids	18-09-2024 at 15:00 hrs
10	Date and time of opening of e-tender	19-09-2024 at 15:00 hrs
11	HLL A/c Details for payment of Tender Fees (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number: 00000010183256222 IFSC Code: SBIN0004350 Branch name: Commercial Branch, Sree Ganesh Kripa, Jas Hotel Road Thiruvananthapuram – 695 014
	Address for Communication	Vice President (M) & GH (FMCG), International Business Division, HLL Lifecare Limited, HLL Bhavan Corporate Head Office, Poojappura.P.O, Thiruvananthapuram – 695012, Kerala, India Ph: 0471- 2354949 E-mail: hllibdrfq@lifecarehll.com

GENERAL INSTRUCTION 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 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 should 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 Purchaser 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-tender portal.
8. Bidders are advised to visit CPPP 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 / nCode / 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
- Note:- International Bidders are requested to prefix +91 as country code
- 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, Policy Related - cppp-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:
- Vice President (M) & GH(FMCG),**
International Business Division,
HLL Lifecare Limited,
Corporate Head Office, HLL Bhava, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Ph: 0471- 2354949
E-mail: hllibdrfq@lifecarehll.com
15. The bids shall be opened online at the **Office of the Vice President (M) & GH(FMCG)** 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 **Vice President (M) & GH (FMCG)**, 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>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	State Bank of India
A/c number	:	00000010183256222
IFSC Code	:	SBIN0004350
Branch name	:	Commercial Branch, Sree Ganesh Kripa, Jas Hotel Road, Thiruvananthapuram – 695 014

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

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. The 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 signing of 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 Limited including but not limited to forfeiture of EMD, Security Deposit , black listing etc., as deemed fit by HLL Lifecare Limited.
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>) along with tender document fees and EMD if applicable.

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.

Vice President (M) & GH(FMCG)

PART I

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **'Officer-In-Charge'**, shall mean the Officer appointed by the purchaser/owner to supervise all activities of the work.
- e. **'Palletizing Agency'**, shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- f. **'Permanent Works'**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- g. **'Project'**, shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- h. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- i. **'Contract'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/owner and the Contractor.
- j. **'Date of Contract'**, shall mean the date on which the successful bidder has accepted the notification of award.
- k. **'Contract Period'**, shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Palletizing Agency, who are capable of executing palletization works of Export Cargo from HLL's various manufacturing units in Peroorkkada, Akkulam, Balaramapuram Depot., Trivandrum and CSEZ Unit, Kakkanadu, Kochi, as per our tender conditions.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.
- 3.2 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.
- 3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.
- 3.4 Preference to Make in India
 - 3.4.1 Preference shall be given to Class 1 and Class 2 local suppliers/contractors as per the Provisions of Public Procurement - Preference to Make in India Order 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendment. As per Annexure - 8
 - 3.4.2 It is mandatory that bidders, who are from a country sharing land border with India, must be registered with a competent authority, as per General Financial Rules 2017 (Rule 144 xi). As per Annexure - 9

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", 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/e procure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the Site of Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. Getting information from web portal

- 6.1. 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.

- 6.2. 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.
- 6.3. 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

7. Bidding Documents

7.1. Content of Bidding Documents

7.1.1. The bidding documents shall consist of the following unless otherwise specified

- Notice Inviting Tender (NIT)
- Instructions to Bidders
- General and special Conditions of Contract
- Technical Specifications
- Forms of Bid
- Price Bid / BOQ

7.1.2. 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.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data/Forms, Terms, Technical Specifications, Price Bid/BOQ etc., in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

7.2.1. 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 5 PM.

e-mail : hllibdrfq@lifecarehll.com

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

7.3 Amendment to bidding documents

7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

7.3.2. 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.

7.3.3. 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 addendum published.

8. Preparation of Bids

8.1 Language of the Bid

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

8.2. Documents Comprising the Bid

8.2.1. The online bid submitted by the bidder shall comprise the following:

- Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
- Payment of bid submission/tender fee as detailed in the e-tender web site.
- Copy of Registration (GST, PAN Etc) Certificate duly attested.
- Copy of Documents in proof of eligibility criteria
- Copy of Documents in proof of financial turnover.
- Other documents specified in Part III.
- Price Bid/BOQ

8.2.2. 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.

8.3 Bid Prices

8.3.1. The Bidder shall quote for the whole work as described in Price Bid/BOQ.

8.3.2. For item rate tenders, the bidder shall fill in basic rates in figures and should not leave any cell blank.

8.3.3. The basic rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges; hire charges, loading and unloading charges, insurance, Installation and commissioning charges, overheads and all incidental charges etc. if any for execution of the contract but excluding applicable GST for the work/service contract.

8.3.4. GST or any other tax applicable shall be payable separately by the Contractor in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.

8.3.5. The basic rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

8.4.1. 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.

8.5. Bid Validity

8.5.1. Bids shall remain valid for the period of **one year** from the date of opening of the bid. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

8.5.2. 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 e mail. A bidder may refuse the request without forfeiting its bid security. 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 its bid security for the period of the extension.

8.6. Bid Security Declaration Form

- 8.6.1. The Bidder shall furnish, a Bid Security Declaration Form as detailed in the Tender document, as part of his Bid.
- 8.6.2. Each bid must be accompanied by Bid Security Declaration Form. Any bid not accompanied by an acceptable Bid Security Declaration Form shall be rejected as non-responsive.
- 8.7. Bid submission fee
- 8.7.1. For e-tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government e-Procurement portal only.
- 8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 8.7.3. Tender Fee remitted will not be refunded.
- 8.8 Alterations and additions
- 8.8.1. 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.
- 8.8.2. 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.

9. Submission of Bids

The Bidder shall submit their bid online only through the Government e-Procurement portal (URL: <https://etenders.gov.in/e procure/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 Price Bid/ 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.

- 9.1 The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Tender Fee):

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, through RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	State Bank of India
A/c number	:	0000010183256222
IFSC Code	:	SBIN0004350
Branch name	:	Commercial Branch, Sree Ganesh Kripa, Jas Hotel Road, Thiruvananthapuram – 695 014

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhaar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

Start-up units interested in availing exemption from payment of tender fee shall submit a valid copy of Registration Certificate from Department for Promotion of Industry and Internal Trade (DPIIT).

b) Envelope - II (Technical bid):

Technical Bid should contain signed and scanned soft copy of documents in proof of experience and duly filled and signed copy of documents specified in Part III.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also upload / submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

Sl.No	Eligibility Criteria
1	Bidder should have a valid Certificate of the following:
	a. GST Registration
	b. PAN of the firm
	c. Registration Certificate of the firm
	d. Business Address proof
	<i>Note: Attested copies of the above certificates shall be submitted as proof.</i>
2	The bidder should have completed similar works during last 3 years ending on last day of the month previous to the one in which tender is invited. The value of the works completed (proof of completion to be submitted) should be as follows: i. Three similar completed works each costing not less than Rs. 5.00 Lakhs each (For MSE not less than Rs.3.5 Lakhs) OR ii. Two similar completed works each costing not less than Rs.8. Lakhs each (For MSE not less than Rs.5.00 Lakhs each) OR iii. One similar completed work each costing not less than Rs. 10.00 lakh (For MSE not less than Rs.800 lakhs) <i>(Note: Work completion details in Form No-5 of Part-III to be attached)</i>
3	a) Average turnover for last 3 FYs (i.e. 2021-22,2022-23, 2023-24) if audited annual report is not yet finalized for year 2023-24 then operator can submit the audited annual report for years (2020-21,2021-22 and 2022-23 to be Rs.50.00 Lakhs or above <i>(Note: Turnover details in Form No-4 of Part-III to be attached and Audited financial statement of last 3 years to be submitted in hard copy)</i>
	b) Net worth of the firm should be positive as per latest audited financial statement. Net worth is defined as SHARE CAPITAL + RESERVES & SURPLUS <i>(Note: Turnover details in Form No-4 of Part-III to be attached and Audited financial statement of last 3 years to be submitted in hard copy)</i>

4	Has the Contractor/Firm/Company ever been black listed by the Govt./or the registering authority.(Yes / No) (Note: Declaration form duly filled as per Form No-2 of Part-III to be attached)
	Note: <i>The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.</i>
5	Power of Attorney, in case an authorized representative has signed the tender.
6	The duly signed acceptance form as per Form No-1 of Part-III to be attached
7	Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per Form No-3 Part-III of this bid document in original.
8	Bid Security Declaration form as per Form 6 of Part-III to be attached
9	Price Bid as per BOQ
10	EMD to be submitted for Rs.25,000/- as per the tender conditions shall be paid through RTGS/NEFT transfer in HLL A/c as per the details given in NIT
11	Tender fee of Rs.1,000/- (Non-refundable) as per the tender conditions shall be paid through RTGS/NEFT transfer in HLL A/c as per the details given in NIT
12	General conditions of the Contract (Part II) to be accepted by the bidders. (Signed and stamped tender clause to be submitted)
13	Signed and stamped Tender Documents to be submitted. (Hard copy to be submitted)

c) Envelope – III (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/ BOQ 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. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. 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.

Note: -

- HLL Lifecare Limited reserves the right to verify the credential submitted by the agency 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:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- 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.

10. Deadline for Submission of the Bids

10.1 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).

10.2 Modification, Resubmission and Withdrawal of Bids

10.2.1 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/ BOQ afresh.

10.2.2 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.

10.2.3 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.

11 Bid Opening and Evaluation

11.1. Bid Opening

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

11.1 Bid Opening Process

11.1.1. 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.

- a. Envelope -I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelop – I shall contain scanned copy of Tender Fees)
- b. Envelope -II: Envelop-II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal. (Envelop-II shall contain scanned copy of Pre-qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I and Envelope-II, 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.

- c. Envelope -III: The financial bids of the contractors/firms found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

11.1.2. 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.

11.2. Confidentiality

11.2.1. 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 favour of the successful bidder.

11.2.2. Any effort by a Bidder to influence the Purchaser during 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.

11.3. Clarification of Bids

11.3.1. 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.

11.3.2. 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.

11.4. Examination of Bids, and Determination of Responsiveness

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

11.4.2. 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:-

- a. which affects in any substantial way the scope, quality, or performance;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

11.4.3. 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.

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

11.4.5. 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.

11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

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

12. Award of Contract

12.1. The work shall be awarded to the qualified bidder for two years, who quotes the lowest amount for the items as per Price Bid /BOQ.

12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of Notification of Award/ Work order within the specified time limit, the Bidder shall be debarred in future from

participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

12.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

12.3.1. If two or more bidders quote the same lowest amount, the Tender Inviting Authority will call L1 bidders for a negotiation and Finalize the Bidder based on the negotiations/discussions with the L-1 bidders.

12.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the 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 grounds for the Tender Inviting Authority's action.

12.5 Notification of Award and Order Acceptance

12.5.1 The Bidder, who's Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Notification of Award") will state the rate that the Purchaser will pay the Bidder in consideration of the execution / completion of works and remedying defects, if any of the works by the Contractor as prescribed by the Contract.

12.5.2. The Notification of Award will constitute the formation of the Contract, subject only to the furnishing of the Security Deposit within 7 (Seven) days of issue of Notification of Award.

12.6 Contract Agreement

12.6.1 The successful bidder has to sign a contract agreement in a non judicial stamp paper of Rs.200/-, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 21 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the contract agreement and return it to the Purchaser.

12.6.2. The Original agreement will be valid for a period of two years from the date of opening of financial bid and may be renewed on mutually agreed terms & conditions for a further period of two years.

13. Corrupt or Fraudulent Practices

13.1 The purchaser requires that the bidders, suppliers 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:

(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/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.

- 13.2 The Purchaser will reject a 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.
- 13.3 HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

Part II

GENERAL CONDITIONS OF CONTRACT

Background

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL, a global leader in contraceptives, has grown into a comprehensive healthcare company “to provide quality healthcare products and services at affordable rates”. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into Hospital products and Healthcare services, while nurturing its core business of providing quality contraceptives. HLL has been exporting our products/ services across over 85 countries for the last fifty years.

Objective

HLL is engaged in exporting various products like Condoms, Contraceptive Pills, Blood Bags, Health Care Products and also in the business of trading various products across the globe. HLL supplies its products to global agencies such as the UNFPA, PSI, Mission Pharma, IPPF and IDA, in addition to various governmental procurement organizations.

HLL decides to appoint a Palletizing Agency for palletization works of Export Cargo from HLL’s various manufacturing units in Peroorkkada, Akkulam, Balaramapuram Depot., Trivandrum and CSEZ Unit, Kakkanadu, Kochi.

Minimum Eligibility Criteria

The palletization works are designed for safe loading and unloading of products. The work provider should meet following eligibility criteria as of the date of tender submission and should continue to meet these till the award of the contract.

1. The Palletizing Agency must have experience in providing palletization works for a minimum period of seven years ending on last day of the month previous to the one in which tender is invited.
2. Palletizing Agency must have at least three years palletization works experience in handling Medical/ healthcare goods ending on last day of the month previous to the one in which tender is invited.
3. Palletizing Agency must have minimum five years experience in handling palletization works with clients like Central / State Government organizations/ PSUs/ Public Listed Companies etc., are desirable.
4. Specific requirements:-
 - The wood used for pallets shall be debarked wood. The wooden pallets to be made of rubber/pine wood are desirable.
 - The pallets shall comply with the latest ISPM-15 Standard. The pallet shall be heat treated and fumigated. The pallet agency shall provide a proof of certification on heat treatment / fumigation and must have a listed serial number on the Heat-Treated stamp.
 - It must be made sure that the base of the pallets are accessible for pallet-jacks on two sides with a minimum clearance, allowing easy handling during loading and unloading of the goods.
 - Palletizing of the boxes to be done with the proper shrink wrapping, two side paper, edge corner fixing and belt strapping.

- Ideally, the height of loaded pallets should be under 60". As per the requirements it must be banded, labeled and need adequate shipper and consignee labels, along with any specific labels.
- The palletizing agency should be ready to provide Stretch Wrap, if needed, as per the requirement of HLL for each shipment.
- Palletizing agency should be ready to work our various Factory/ Plant/ Depot premises as per our requirements, in addition to the Palletization in various ports. The detailed requirements/ responsibilities will be intimated before the execution of each works.

Pallet size desired are given below:-

Pallet type	Dimensions (L x W)	
EUR, EUR 1	800mm x1,200mm	31.50in x47.24in
American	1000mm x1,200mm	39.37 in x47.24in

Bidders who do not meet the above minimum eligibility criteria will be disqualified and their bid will not be considered.

1. PRICE

Rate per pallet at Port, rate per pallet at Ex-station/Factory, rate per Euro pallet, additional charges per pallet, fumigation certificate charges, Heat treated certificate charges etc will be shown separately.

The basic rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges; hire charges, loading and unloading charges, insurance, overheads, clearing of debris and all incidental charges etc. for execution of the contract but excluding applicable GST for the work/service contract.

Price quoted should be firm without any escalation till the order is completely executed.

2. TAXES/DUTIES/LEVIES

The contractor shall be entirely responsible for all applicable taxes including GST, duties, license fees etc. incurred until successful completion of contract.

3. ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

4. COMPLETION TIME

Palletization work should be completed as per the intimation by HLL for each shipment. Time being the essence of the Contract, the work stipulated should be strictly adhered to. If the work is not completed by within the time stipulated in the order/ intimation, HLL has the right to change/ terminate the agent by intimating the same to them.

5. PAYMENT TERMS

100% payment will be made against the successful completion of the work at our factories / warehouses, within 30 days from the receipt of invoice and related completion document, subject to statutory deductions like TDS etc and recoveries, if any.

The payment may be released to the Contractor for the total value of the works done; at contract rates plus the applicable GST, subject to submission of original non-discrepant invoice and other supporting documents as stated in the NoA

Tax Deduction: All statutory deductions like Income Tax (TDS), GST (TDS), Workers Welfare Fund, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

6. SECURITY DEPOSIT

6.1 On receipt of notification of award, simultaneously with the execution of the contract, successful bidder shall furnish a Security deposit for his faithful execution of contract. The Security deposit shall be valid initially for 14 months from the date of issue of NOA and shall be returned without any interest after successful completion of the contract and acceptance of the works by HLL, subject to recoveries / adjustments, if any as per the contract provisions. In case of a delay or extension in the works the validity of security deposit shall be extended.

6.2 Within 7 days of the receipt of Notification of Award (NoA) from the purchaser/owner; the successful Bidder shall furnish the security deposit.

6.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and, in which even the purchaser/owner may make the award to the next lowest evaluated bidder or call for new bids.

6.4 Forfeiture of Security Deposit:

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited.

7. INDEMNIFICATION CLAUSE

The Bidder shall indemnify and hold harmless HLL from and against the below mentioned:

- i. All claims, demands, action, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to HLL as a result of our non-payment of any statutory dues levied/leviable on the Contractor or the Contractor committing breach of any the rules, regulations, orders, directives, instructions that may be issued by any authority under various Labor Laws, PF, ESI Acts and all other applicable Laws/Acts/Rules or any other Statute or Laws for the time being in force
- ii. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of the bidders/s, if any, servants or agents of the Bidder.
- iii. Claims, if any, of the employee or the Contractor and its Sub Contractor/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or Various Labor Laws or any other Laws rules and regulations in force for the time being in India and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
- iv. Any non - compliance or improper compliance of statutes, rules and regulations which are applicable to HLL and also to the Contractor and to the employees , in respect of (a)

Employees' Provident Fund and Miscellaneous Provision Act, 1952, (b) Employees State Insurance Act, 1948, © Contract Labor (R&A) Act, 1970 (d) Minimum Wages Act, 1948 (e) Payment of Wages Act, 1936 (f) Bonus Act, 1965 (g) Workmen's Compensation Act, 1923 and / or any other laws which may become applicable in respect of the Contract/ Agreement between HLL and the Bidder.

- v. Any Act or omission by the bidder or our Authorized representatives/s, if any, bidder/their servants or agents which may involve any loss, damages, liability, civil or criminal action.
- vi. To protect against all claims for damage caused due to non-obtaining of insurance policy.

8. INSURANCE

The agent shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the Contract.

9. FORCE MAJEURE

- a. Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, pandemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

10. DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR'S CONTROL

- a. Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Owner as per the affected period may extend the time period.
- b. In case work is delayed due to non-availability of material or holding the progress of work, the contractor then upon any such happening causing delay shall immediately, give notice thereof in writing to the Owner, but nevertheless use constantly his best effort to prevent or make good delay. The Owner may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

11. CHANGE ORDERS (APPROVAL FOR VARIATIONS)

- 11.1 HLL reserves the right to alter the Scope of Work and consequently the Contract Price shall be suitably adjusted for such changes by applying the approved rates. All change orders shall be issued by the Officer-in-Charge and the onus shall be on the Contractor to obtain such prior written consent of the Officer-in-Charge.

11.2 There shall be an order in writing to execute the extra item of work duly signed by the Agreement Authority before its commencement.

12 DELAY/ FAILURE TO COMPLETE THE WORK

1. If the work is not completed by the agent within the time stipulated in the order/ intimation, HLL has the right to change/ terminate the agent by intimating the same to them within the contract period, at the risk and cost of the Agent/ contractor.
2. The delay in timely completion of work based on the order issued by HLL, may result in penalty to the Agent. The penalty will be 2% of total value of the contract awarded.
3. Penalty imposed to the agent will be deducted from the bill submitted for the work or from the security deposit provided by the agent.

13 SCOPE OF WORK:

1. The agency should be ready to work as per the requirement of the company i.e., in case the company requires less/more work, the agency should be prepared to handle the work at short notice at the agreed rate, terms and conditions.
2. HLL reserves the right to split up the quantity of work and place the order on more than one agency and also reserves the right to accept or reject the offer without assigning any reason.
3. The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
4. In the event of placing Orders: -
 - a) Work should be completed within the stipulated time as per the requirements.
 - b) Agent should be ready to work in various manufacturing units -- Peroorkkada, Akkulam, Balaramapuram Depot., Trivandrum and CSEZ Unit, Kakkannadu, Kochi etc., as per the order placed on Pan-Kerala basis.

14 SPECIAL INSTRUCTIONS

14.1 General Conditions

- a) The agency agrees to work strictly as per the order terms in respect of quantity and quality.
- b) The agency has to work as per the rate quoted /agreed and other terms & conditions for a period of one year, during which period no price escalation and no change in terms and conditions will be allowed on any ground.
- c) HLL reserves the right to split up the quantity and place the order on more than one agency and also reserves the right to accept or reject the offer without assigning any reason
- d) The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason

14.2 Final payment shall be made by RTGS within 30 days after the receipt of invoices.

15 ENTIRETY OF THE AGREEMENT

All of the terms agreed to between the Supplier/Contractor and Purchaser/owner will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or

form part of the Contract between the Supplier/Contractor and Purchaser/owner unless specifically agreed to in that behalf in writing between Supplier/Contractor and Purchaser/owner.

16 CORRESPONDENCE

All correspondence relating to this Order including Invoice shall be in English, to:

Vice President (M) & GH (FMCG),
International Business Division,
HLL Lifecare Limited,
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Ph: 0471- 2354949
E-mail: hllibdrfq@lifecarehll.com

17 SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

Part III

ANNEXURE AND DECLARATIONS

Annexure-1

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

ACCEPTANCE FORM

From

.....
.....
.....
.....

To

Vice President (M) & GH (FMCG),
International Business Division,
HLL Lifecare Limited,
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Ph: 0471- 2354949
E-mail: hllibdrfq@lifecarehll.com

Name of Work: Appointment of Palletizing Agency for Export Cargo

Dear Sir,

- (i) I / We, hereby offer to execute the work as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid/ BOQ and agree to hold this offer open for **one year** from the date of bid opening prescribed by the Purchaser.
- (ii) I / We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.
- (iii) I/We hereby declare that we are eligible to bid as per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India. We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the Government Order.
- (iv) In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we are local service provider / bidder meeting the requirement of minimum Local content (50%) as defined in above orders for the works against referred tender. We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- (v) I/We have examined the above-mentioned Tender document, including amendment(s) /corrigendum(s) (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (Description of services/ works) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the works as mentioned above, in accordance with the tender requirement.
- (vi) I/We confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this tender document, for due performance of the contract.
- (vii) We agree to keep our tender valid for acceptance as required in the tender document, or for subsequently extended period, if demanded by HLL.
- (viii) I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- (ix) I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
- (x) I/We hereby agree to all terms and conditions of the tender enquiry document and its amendments.
- (xi) I/We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities and none of our contracts have been terminated / foreclosed on account of our default/ non-fulfillment of contractual obligations, during the last 5 years from the date of submission of our bid.
- (xii) I/We are hereby attesting all the pages of the tender document & submitting the same in proof of our acceptance of the terms of the tender.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

Annexure -2

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

DECLARATION

I/we hereby confirm that we have quoted for all Schedules in the Price Bid /BOQ as mentioned in the Tender document.

I/we hereby confirm that I/we have **NOT BEEN BLACKLISTED** by any Central/State Government Departments or Central/State PSU's or local bodies or other Govt authorities.

I/we have not any record of **poor performance** such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

If, at any stage, it is found to be incorrect, I / we understand that we will be disqualified from the tender.

SIGNATURE (S) OF BIDDER WITH SEAL

Annexure -3

REQUISITION FORM FOR E-PAYMENT

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- at <Name of Branch>----- with <IFSC
Code> _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

Annexure -4

TURN OVER DETAILS
(ENCLOSE DETAILS OF ANNUALISED TURN OVER OF THE CONTRACTOR / FIRM /
COMPANY IN THE LAST 3 YEARS)

2020-2021: INR.

2021-2022: INR.

2022-2023: INR.

(Enclose audited Balance sheets in proof for the above period)

SIGNATURE OF BIDDER

Annexure - 5

WORK COMPLETION CERTIFICATES

DETAILS OF ORDERS FOR SIMILAR SUPPLY SUCCESSFULLY COMPLETED DURING THE LAST 3 YEARS (ENCLOSE COMPLETION CERTIFICATES FROM CLIENT)			
SL. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value

SIGNATURE OF BIDDER

Annexure - 6

BID SECURITY DECLARATION

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

From

.....
.....
.....
.....

To

Vice President (M) & GH (FMCG),
International Business Division,
HLL Lifecare Limited,
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Ph: 0471- 2354949
E-mail: hllibdrfq@lifecarehll.com

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended/debarred / blacklisted for the time specified in the Tender Documents.

SEAL & SIGNATURE OF THE BIDDER

Annexure - 7

PRICE BID

Refer BOQ

Annexure - 8

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the _____ material _____ against _____ Tender No_____ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Annexure - 9

SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

We,

.....
.....
.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure - 10

LIST OF SERVICES QUOTED

Sl.No	Description of Service	Unit (Nos.)	QUOTED/ UNQUOTED
1.	Rate per pallet –EURO Type (Including Additional charges, Fumington Certificate charges, Heat treated certificate Charges, Shrink wrapping charges, Strapping charge, Other cost (if any))		
2..	Rate per pallet- American Type (Including Additional charges, Fumington Certificate charges, Heat treated certificate Charges, Shrink wrapping charges, Strapping charge, Other cost (if any))		

Annexure - 11

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.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' Trading '	

*Kindly furnish the copies of documents supporting your above claim along with this section 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: