

NOTICE INVITING TENDER

FOR

ENGAGEMENT OF TRANSPORT SERVICE PROVIDERS FOR TRANSPORTING PHARMACEUTICAL AND SURGICAL PRODUCTS WITHIN THE STATE OF GUJARAT

Tender No. HLL/GUJ/LOGISTICS/2018-19/TPT Dated. 26.02.2019



HLL Lifecare Limited
(A Govt. of India Enterprise)

AMRIT DEENDAYAL PRADHANMANTRI JAN AUSHADHI DEPOT
BLOCK B- GF, ANZ INFINITY , S.P. NO.7,SUR 183/2,
FP 19/2,OPP. BAL HANUMAN TEXTILE,
RANIPUR-SHAHWADI ROAD,
NAROL, AHMEDABAD -382445

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1. **NOTICE FOR INVITING TENDER**

HLL LIFECARE LIMITED (HLL) a Mini Ratna Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India, invites Bids from interested parties under the two-bid system (Technical and Financial) for engaging transport service providers for transporting Pharmaceutical products, Surgical items, Consumable and Cold Chain items within the State of Gujarat

2. **Background**

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of health care services exists under HLL Lifecare Ltd., apart from its products. Healthcare Services Division & Retail Business Division offers services to partnering institutions in the areas of diagnostic services, pharmacy and other speciality services.

HLL is setting up retail drugs outlets and diagnostic services in various Govt. Hospitals across India as a joint with Central or State Governments. The outlets will provide quality pharmaceutical, surgical, implants, instruments, medicines, surgical consumables etc. at an economical rate.

HLL is operating its own pharma retail outlets and Franchisee outlets across Gujarat. This tender is for engaging competent transport service providers for transferring the materials from its Depot at Ahmedabad to the outlets (both to and fro) as well as between the outlets.

3. **Scope of work:** Transportation of pharmaceutical, surgical, consumable and cold chain products (part and Full Truck loads, small loads & mini truck Loads) to and fro from Ahmedabad to various HLL outlets as well as between outlets across Gujarat, India

4. Start Date of Tender Application : **26/02/2019 10.00 Hrs**

5. Last date of Tender Application : **19/03/2019 14.00 Hrs**

6. Date and Time of Opening of Technical Bid: **19/03/2019 16.00 Hrs**

7. Address for Tender Submission: **DVP – RBD
HLL LIFECARE LTD
AMRIT DEENDAYAL PRADHANMANTRI JAN
AUSHADHI DEPOT
BLOCK B- GF, ANZ INFINITY , S.P. NO.7,SUR
183/2,
FP 19/2,OPP. BAL HANUMAN TEXTILE,
RANIPUR-SHAHWADI ROAD,
NAROL, AHMEDABAD -382445**

8. Address for Communication : Same as above
(Between 10.00 am to 5.30 pm on all working Days)

TENDER NO: HLL/GUJ/LOGISTICS/2018-19/TPT

Email : shouvik@lifecarehll.com

9. **Duration of contract:** One year from the date of award of the contract.

10. **Tender Fee:** Rs.3,000/- (Rupees Three Thousand Only) in the form of a Demand draft favouring HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/ scheduled bank.

11. **Earnest money Deposits:** Rs.1,00,000 /- (Rupees One lakh only) in the form of a Demand draft favouring HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/ scheduled bank.

Security Deposit: Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of a Demand draft / BG favouring HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/ scheduled bank.

Applications can be downloaded from our website www.lifecarehll.com or from CPP. **Any amendment will be published only at our website and CPP.**

MSME/NSIC/SSI/ units Registered with UDHYOG ADHAR shall provide their valid registration certificates and units under micro and small category will be exempted from tender fee and EMD amount subject to verification of the registration certificates.

DEPUTY VICE PRESIDENT (RBD)

MINIMUM ELIGIBILITY CRITERIA

1. The bidders should own a fleet of Minimum 3 transport vehicles of different dimensions ranging from 8 feet to 24 feet trucks / pickups. The details of the vehicles owned shall be furnished through authentic documents showing registration number, ownership, capacity etc. (For example, attested copies of RC Books, Permit etc.). Further they should be capable of mobilizing additional trucks as and when required. The Details of Dimension are mentioned in other parts of this Bid
2. Transporter must have a minimum average annual turnover of Rs. 2 Crore (Rupees Two Crore only) during the last three years i.e. 2015-2016, 2016-17 and 2017-18 will only be eligible for participation. The balance sheet and Profit and Loss account certified by chartered accountant must be submitted as documentary proof.
3. The tenderer must have minimum 3 valid contracts with reputed firms / Government of India Undertakings / State Government establishments / HLL Lifecare Ltd Units during the past 3 years.
4. Bidder should have sufficient logistic network for undertaking the consignment across Gujarat. The bidder should at least have 1 branch at Ahmedabad and at least one branch each at any other major two cities of Gujarat (**list to be furnished**).
5. Bidder should have dedicated Customer Care service and online delivery tracking mechanism with sufficient communication facilities. The documentary proof should be furnished.
6. Should be a scheduled / nationalized bank approved transporter. The documentary proof should be furnished.
7. The transporter should be registered under carriage by road act 2007 and also with State Transport Department in which their main office is located. Also The contractor should have a Certificate of Registration for transportation of goods through registered common carriers as per Carriage by Road Act 2007 and copy of the same is to be attached along with the technical Bid.

GENERAL TERMS AND CONDITIONS

1. Before tendering, the tenderers are advised to carefully go through the **Terms and Conditions of the Contract** and the Tender Notice which form part of the Agreement to be entered into.
2. The rates quoted shall remain valid for 3 MONTHS from the date of opening of tenders. Withdrawal of tender during the above period of three months shall entail forfeiture of the full amount of the Earnest Money Deposit.
3. In the event of the tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, the person holding the power of attorney on behalf of the firm. In the later case, the power of attorney, **duly notarized** must accompany the tender.

4. Every tender must be accompanied by a Demand Draft for Rs. **1,00,000/- (Rupees One Lakhs only)** as **EMD** drawn in favour of HLL Lifecare Ltd. This money shall not carry any interest and the money will be refunded to the unsuccessful tenderers after three months from the date of opening of the tender or within one week from the date of finalisation of the award whichever is later. EMD can be deposited by a DD from any Nationalised / Scheduled Bank.

5. The successful Bidder should deposit Security Deposit of **Rs 5,00,000/-** within two weeks of award of work by DD / BG in favour of M/s. HLL Lifecare Limited, payable at Thiruvananthapuram. The Security Deposit would be released after three months on the satisfactory completion of the contract. The EMD of successful bidders will be converted to Security Deposit and the bidders are required to furnish the balance amount.

6. In case the Transporters whose tender is accepted fails to sign the contract Agreement and deposit the necessary Security deposit within fifteen days from the date of receipt of orders to execute the contracts, the amount of Earnest Money already deposited by them shall be forfeited and acceptance of his tender will be withdrawn.

7. If a Tenderer withdraws their offer after submission and before acceptance of their tender, then the Earnest Money deposited by him is liable to be forfeited.

8. The EMD of Unsuccessful bidders will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser. The bidder is not liable to pay any interest on the EMD amount

9. The EMD may be forfeited:-

(a) If a Bidder:

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
or
- (ii) does not accept the correction of errors

(b) in the case of the successful Bidder, if the Bidder fails:

- (i) to sign the contract
- (ii) to furnish performance security

10. HLL Lifecare Ltd, reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

11. Tenders not submitted on the prescribed forms will be rejected.

12. The Contract shall be in force for **One YEAR** from the date of award of contract

13. Any clarification if needed, in any respect can have from the undersigned before submitting the tender.

14. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, HLL Lifecare Ltd, reserves the right to reject such tender at any stage.

15. If any unethical practices are adopted for securing the Contract, the offer of such a tenderer shall be rejected.

16. INDEMNITY CLAUSE:- If the transporter fails to meet the terms of the Transportation work order/Agreement (placing the vehicle within the time Prescribed, delivery of the consignment within the agreed days etc.) the transporter shall and will indemnify the Company (HLL) against all losses of damages what so ever to be incurred or sustained including legal cost or expenses incurred by the Company by reasons of non-provision/non-performance against the terms and conditions given in the transportation work order/agreement and this tender. If any shortage/damage, pilferage etc. are found in the consignment, while delivering the same to the consignee, the Transporter/their representative at the destinations/stations shall give open delivery and issue/obtain necessary shortage/damage certificate to/from the consignee to enable HLL to prefer claim from the Insurance Company. The value of the quantity found short/damaged shall be retained/recovered from the Transporter Bills/other movable & immovable properties and shall be released only after realization of the amount from the Insurance Company.

17. Documents Required to be submitted along with technical bid;

- A. Names and Addresses of reputed firms / Government of India Undertakings / State Government establishments, HLL Lifecare Ltd Units with whom Contracts have been entered into by the tenderers, during the last five years (Please indicate the details separately year-wise giving value of the Contracts).
- B. The details of the Trucks as required in Clause (3) of Schedule F? Copies of the R C book, Permit & other documents
- C. Documentary proof of transport company is approved by Indian Bankers Association.
- D. Tender document duly signed and stamped in all pages along with corrigendum (if Any)
- E. Copies of the contracts/work orders for undertaking transportation contracts of Public Sector Undertaking/Leading Private Companies/ HLL Units for last 3 years period?
- F. Documentary proof for sufficient logistic network for undertaking the consignment across Gujarat. The bidder should at least have 1 branch at Ahmedabad and minimum one branch each at two major Cities of Gujarat.
- G. Documentary proof for dedicated customer care service and online delivery tracking mechanism with sufficient communication facilities.
- H. Transporter should be registered under carriage by road act 2007 and also with State Transport Department in which their main office is located also The contractor should have a Certificate of Registration for transportation goods through registered common carriers as per Carriage by Road Act 2007

- I. 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
- J. Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant for last three years (2015-16,2016-17, 2018-19) to prove the turn over
- K. Questionnaire - Annexure I
- L. Declaration - Annexure II
- M. Latest Income Tax Clearance Certificate.
- N. Certificate to the effect that tenderer is an Independent Contractor working on his own in case of no Partnership deal is existing.
- O. Printed list of the branch offices with full address and telephone numbers of the tenderers.
- P. List of the associates with their addresses of the tenderers
- Q. A copy of the Banker's Association approval.
- R. Registration number of the vehicles owned by the Tenderers with full details.
- S. One copy of our special Terms and Conditions duly signed by the tenderer.
- T. Should submit notarized affidavit that they have not been blacklisted or suspended by any of HLL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.
- U. Application fee in the form of DD for an amount of Rs. 3000/-
- V. EMD in the form of DD for an amount of Rs. 1,00,000/-
- W. Pan Copy and GST certificate
- X. Power of Attorney in stamp paper (Rs.200/-) duly notarized authorizing the signatory to sign the bids and transact business.
- Y. Check List - Annexure III
- Z. Valid registration certificates for MSME/NSIC/SSI/ units Registered with UDHYOG ADHAR.

18. Price Bid

The Price Bid must be prepared in accordance with the format provided in the **Annexure IV – A & B**. Quoted rates shall include door collection, door delivery, unloading and any other expenses that are likely to be incurred by the transporter

19. Parallel Rate Contracts:

HLL reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate 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 Rate contract with one or more transporter(s) / bidder(s) for such quantity of such item or items as HLL (whose decision shall be final) may determine.

20. 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.

21. 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

22. Amendment of Tender documents

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Tender Documents and the amendments will be published in HLL website and CPP only

23. Language of Bid

All correspondence and documents related to the bid shall be in English.

24. Submission of documents

Sealing and Marking of Bids

The Bidder shall prepare and seal in **separate packets** the following

- **Technical Bid**
- **Financial Bid**

Bid shall contain the Technical Bid and Financial Bid in **separate envelopes**, after duly properly marking the envelopes as **TECHNICAL BID** and **FINANCIAL BID**. All the above packets shall then be sealed in an outer envelope, duly marking the envelope as BIDS FOR IFB No. HLL/GUJ/LOGIS/2018-19/TPT DT 26 FEB 2019

i) The inner and outer envelopes shall be addressed to HLL at the address given below;

DEPUTY VICE PRESIDENT – RBD
AMRIT DEENDAYAL PRADHANMANTRI JAN AUSHADHI DEPOT
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- ii) Bear the Tender name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required, HLL will assume no responsibility for the bids misplacement or premature opening.

A. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the tender not later than the time and date stated in the tender. HLL may, at its discretion, extend this deadline for submission of bids in which case, all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended

B. Late Bids

Any bid received by HLL after the bid submission deadline prescribed by HLL in the tender, will be rejected and returned unopened to the Bidder.

C. Modification and Withdrawal of Bids

Bids once submitted should not be modified. However, in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.

1. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
2. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
3. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
4. The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in HLL website.
5. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the tender document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
6. HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

25. 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

26. Bid Opening and Evaluation

Opening of Bids by HLL

- a) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized

representative. Only Technical Bids will be opened on that day.

Evaluation of Bids

- b) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid, the price bid of the bidders who are disqualified at the technical evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.
- c) For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.
- d) HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. HLL will ensure that each bid is from an eligible Bidder.
- e) Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.
- f) HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27. Notification of Award

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award (Purchase Order) will constitute the formation of the Contract.

28. Termination

HLL reserve right to terminate/ cancel the Purchase Order at any time for any reason without any liability on HLL.

29. . FORCE MAJEURE

29.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser 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 Contractor shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor 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. RESOLUTION OF DISPUTES

30.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

30.2 Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a sole arbitrator for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

30.3 The arbitration proceedings shall be held at Ahmedabad, Gujarat. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English

30.4 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

31. JURISDICTION OF COURTS

Subject to arbitration mentioned in Clause 33.3 above, the Courts at Gujarat alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

II. SPECIAL TERMS & CONDITIONS OF TRANSPORT CONTRACT

1. The Security Deposit is liable to be forfeited for any breach in the terms and conditions of the Contract on the part of the Tenderer and in addition the Carrier shall be liable for any loss or damage that may be caused to the materials of HLL Lifecare Ltd.
2. Overall L-1 transporter will be offered a price by HLL. On acceptance after negotiation with L-1, the same will be offered to others in the order of their standing in price bid. Only on acceptance of this offered price, the contract awarded.
3. The Consignment value is purely based on the rates quoted at the first instance and to encourage healthy competition. However, for the sake of winning the contract if rates are quoted and after award of the contract, if a transporter refuses to place the truck on grounds of non-remunerative route or other problems then HLL Lifecare Ltd reserves the right to either to get the truck from open market and deduct the charges from the concerned transporter's pending bills or to alter the division of load or to entirely disqualify such transporters and go to the next lowest bidder out of the original evaluation. This will be applicable throughout the contract period.
4. For this purpose, the contractors will be intimated about non-performance in writing and if there is no improvement within next 15 days, a final warning will be issued. If there is no improvement in the next one week after the issue of final warning then the necessary action as decided by HLL Lifecare Ltd will be taken and no appeal will be entertained.
5. For the calculation of the transport charges based on kilometres, the distance will be obtained from the Road Map of India published by Survey of India, Motoring Guide of India latest edition published

by Automobile Association of India. Transporters should note that no further claims will be entertained because of reasons like additional kilometres due to ring roads, bypass roads, other obstructions in the stated roads etc. These factors should be built in their offers and subsequent claims for extra kilometres for above reasons will not be admitted for any reason.

6. In case the truck is not placed within a reasonable time (3 hours), HLL Lifecare Ltd. has right to go for alternative transporters who is ready to place immediately or to the transporter who has not been given enough load previously.
7. The rates agreed between HLL Lifecare Ltd and the successful tenderers shall be inclusive of loading at despatch point and unloading at destination point and all extra charges like surcharge, Hamali charges, Goods tax, and collection charges etc. However, Octroi charges, wherever payable, have to be paid initially by the Contractor which shall be reimbursed to the contractor on submission of documentary proof identifying HLL Lifecare Ltd consignments.
8. In case of any damage, accident to the articles or the trucks carrying the articles, the Consignor should be informed immediately for taking further actions.
9. The Contractors shall have to collect and deliver the consignments from HLL Lifecare Ltd Sites or any other notified places without any extra charge in respect of full or part load.
10. Prompt delivery of the consignment is of prime importance and penalty will be levied for delay.

FULL TRUCK LOAD : The time applicable for transportation will be 500 km. per day in case of full load by Truck and Mini Truck. If the consignment is not delivered within the normal transit time as above plus 12 Hours grace time excluding the day of loading and unloading, penalty @ 2% per day subject to a maximum of 75% of the total freight charge shall be levied on the Contractor.

PARCELS & SMALL TRUCK LOAD : Separate rate to be quoted in the case of parcels and small/part loads, the transit time allowed for delivery of the consignments will be as under:

i.	0 - 200 Kms	1 days
ii.	200 and above	2 days

Delay in delivery beyond the above period plus 2 days grace time will attract penalty @ 2% per day or part thereof subject to a maximum of 75% of the total freight against particular consignment.

Whenever the Penalty becomes leviable, the grace time of 2 days will also be considered for calculating Penalty amount.

11. In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the Contractor to collect the material and deliver to the correct consignee at the risk and

expenditure of the Contractor. Contractor will not be eligible for any payment on account of such additional trips involved.

Even in cases where the transport Contractor does not have their branch office or delivery point at any place in Gujarat, all consignments either part load or full load to such places shall have to be accepted by the Contractor for transportation and delivered to such points and Vice versa.

For any consignment of HLL Lifecare materials, no transshipment will be allowed, as the materials are of fragile nature, cold chain Items and should be carried in trucks directly to the destination. The truck No. in which the material is originally loaded should be recorded in the L/R and acknowledgement obtained from the Consignee for both materials and the Truck No. In case of transshipment due to unavoidable reason, prior permission from HLL Lifecare Ltd authorities to be obtained in writing. In case of unauthorized transshipment, no payment shall be made for that consignment.

- 12.** Minimum chargeable distance allowed is **10 KMs** and minimum chargeable weight allowed is **20 KGs**.
- 13.** All road permits or licenses or any other relevant authorisation from competent authority, as required for running the vehicles shall be obtained by the Contractor at his own cost. All road rules pertaining should be followed by the Contractor.
- 14.** It shall be the responsibility and obligation of the transportation agency to ensure safety & security of the consignments entrusted to him for carriage and to effect the delivery to the designated consignee in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the articles entrusted to the Carriers for carriage shall be made good by the transportation agency only.
- 15.** Once the materials are accepted for transportation by the Contractor, they shall be deemed to have been handed over by the Consignor in good condition and thereafter it becomes the responsibility of the Contractor to deliver the materials in safe condition to the Consignee. In case the consignee reports any breakages or shortages, the Contractor should make good of the loss.
- 16.** The Contractor shall not sublet or transfer the contract or any part thereof which tantamount to termination of the contract and result in forfeiture of the Security Deposit, revoking the Bank Guarantee etc.
- 17.** If HLL Lifecare Ltd. is dissatisfied with the performance of the Contractor, their contract is liable to be terminated at any of the time by giving prior written notice of 30 days, subject to further action as indicated in Condition No.1
- 18.** HLL Lifecare Ltd. reserves the right to allocate the Contract to one or more Carriers in the same route or to all routes at their discretion.

19. Bills for payment of Transport charges shall be submitted by the Contractor separately for each consignment in triplicate along with the original and a photocopy of the discharged goods consignment note duly acknowledged by the Consignee.
20. HLL Lifecare Ltd., will arrange to pay the Contractor's bills after scrutiny by **Electronic Fund Transfer (EFT)**.
21. The amount shall be paid by HLL in Indian Rupees.
22. All Contractors will have to produce valid Income Tax Clearance certificates from the income Tax Officers concerned along with their quotation.
23. The Contractors must be able to produce the vehicle for any of the place within Gujarat as per HLL Lifecare Ltd.'s requirement **within 1 to 3 hours from the time of indent** for the despatch of materials.
24. If the Carriers fails to supply the required number of vehicles on time HLL Lifecare Ltd reserves the right to fix up any other Carrier who can render immediate service and the extra freight paid over the Contract rate shall be recovered from the bills pending to be paid to the Contractor who fails to supply such vehicles. If such instances are repeated frequently, the matter will be viewed seriously and action will be initiated for breach of contract.
25. Whenever Part loads (at the agreed contract rates) are not immediately collected from our works as per the terms of this Contract, arrangement would be made to send them in our own vehicle or through any hired vehicle to the respective locations and the expenses with other incidentals incurred thereof over the Contract rates shall be recovered from the Contractor's pending bills.
26. Similarly in the case of Incoming materials the instances of our pharmacy outlets refusing to utilise the services of our Contract carriers may be brought to our notice immediately in writing for taking suitable action.
27. The contract shall remain in force for a period of One Years with effect from the date of award of the Contract.
28. Part loads will be treated only as such and no matter whichever region the goods are consigned to, and part loads will not be considered as full load, for the purpose of payment. No Transhipment would be allowed.
29. The Contractor shall have no right to demand at any time during the currency of the Contract, any minimum quantity of load for the transportation.
30. While accepting the consignments for transportation, the Carriers should ensure that necessary documents for Check-post are collected, so that the consignments are not detained en-route for want of these documents. Any detention or expenses incurred on this account shall be the Carrier's

responsibility to get the consignment released and delivered in time. In case of floods/Strikes/Riots materials should be kept in transporter's godown in approval with HLL Lifecare Ltd Authority

- 31.** The documents handed over at the booking points and meant to be handover to the consignee such as delivery challan, Invoice etc., should be carefully carried and handed over to the consignee along with the materials. Any loss due to delay, or any additional expenditure on this account will be debited to the Contractor.
- 32.** Bills shall be submitted for payment immediately along with the consignee's acknowledgement and there should not be delay in any case for more than One Month.
- 33.** Distance between two places will be determined by the shortest route as arrived with reference to Road map of India published by Survey of India and motoring guide of India latest edition published by Automobile Association of India, Calcutta and by ascertaining from local authority/site in the case of places not covered by these publications. However, adoption of longer route being considered in the following case:

For avoiding disturbed/riots prone or flood affected areas, the same shall be determined with reference to the area to be passed through and weight and dimension of the consignment on case to case basis and such routes will be authorised and fixed before despatch. The Transporter, in such cases shall furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route if any, Newspaper reports etc., along with their bills establishing the fact that they have used the longer route so authorised.
- 34.** The Contractors should have their BRANCH OFFICE at Ahmedabad through which only all transactions of booking the vehicles and settling all day to day transactions shall be made. The concerned Branch Manager should have the authority to take all decisions in respect of this contract. Offers of Contractors whose Office is not located in Ahmedabad shall be rejected.
- 35.** The LR notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment should be covered by LR note.
- 36.** All disputes and differences arising out of the contract shall be referred to the Business Head of HLL Lifecare Ltd whose decision shall be final and binding on the parties.
- 37.** The Tenderer has accepted the terms and Conditions stated above and has signed in all pages after understanding.
- 38.** The minimum length, width, height & capacity of the vehicles required are mentioned in below categories.

- 39.** Transporter should own required Fleet of Vehicles on top of Smaller vehicle and Pick ups. If required, the contractor shall be in a position to arrange vehicles of other dimensions also as per demand.

Signature & seal of the Tenderer
(Name in Block Letters)

ANNEXURE I

QUESTIONNAIRE

(Forming part of the Contract to be filled in by the tenderer)

1.Name in full

:

2.Address of the Official premises:

3.Telephone No. / Telegraphic :

Address :

4.Registered as : Public limited Co / Pvt Ltd /
Partnership / others .. specify

5. Address of the Partner / Proprietors of the
tenderer's firm/concern :

In case of companies
Particulars of Manager,
Managing director, Directors or
Managing Agents as the case
May be :

6. Have you got regular schedule
service between Important places Yes / No
in Gujarat ? :

7. Since how long you are in the transport trade

8. How many vehicles you own?

9. What notice do you require for providing a lorry for transport

10. Have you got godown space in the important cities in State ?

11. Whether godowns and consignments are insured against fire, theft and other risks?

12.Name of your important clients: Please attach separate sheet

13. Printed list of your own branches: Please attach separate sheet with their full address & Telephone numbers

14. Are you an approved Carrier in any of our other HLL Units. If so, furnish the name of the unit and the period of contract : Please attach separate sheet

I, we hereby certify that to the best of my / our knowledge the particulars furnished above are true. Please treat the above information as confidential and should not be divulged to unauthorized persons.

Signature & seal of the Tenderer

Place :

Date :

Witness with their address

1)

2)

ANNEXURE II

DECLARATION

I/We confirm having read and understood all the transportation requirements, terms and conditions of the tender – Tender No. HLL/GUJ/LOGIS/2018-19/TPT dt. 26th FEB 2019 in full and the offer being submitted is as per the requirements given in this bid and that I/We agree to abide by all without any deviation.

SIGNATURE

NAME & ADDRESS OF TENDERER

(Seal of the Tenderer)

Place:

Date:

Annexure III

CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	The details of the Trucks as required in Clause (3) of Schedule F? Copies of the R C book, Permit & other documents			
2	Documentary proof of transport company is approved by Indian Bankers Association.			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Copies of the contracts/work orders for undertaking transportation contracts of Public Sector Undertaking/Leading Private Companies/ HLL Units for last 3 years period?			
5	Names and Addresses of reputed firms / Government of India Undertakings / State Government establishments, HLL Lifecare Ltd Units with whom Transportation Contracts have been entered into by the tenderers, during the last three years (Please indicate the details separately year-wise giving value of the Contracts).			
6	Documentary proof for sufficient logistic network for undertaking the consignment across Gujarat. The bidder should at least have 1 branch at Ahmedabad and minimum one branch each at two major Cities of Gujarat.			
7	Documentary proof for dedicated customer care service and online delivery tracking mechanism with sufficient communication facilities.			
8	Documentary proof for scheduled /nationalized bank approved transporter.			
9	Transporter should be registered under carriage by road act 2007 and also with State Transport Department in which their main office is located also The contractor should have a Certificate of Registration for transportation goods through registered common carriers as per Carriage by Road Act 2007 and copy of the same is to be attached along with the technical Bid			
10	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			

11	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant for last three years (2015-16,2016-17, 2018-19) to prove the turn over			
12	Should submit notarized affidavit that they have not been blacklisted or suspended by any of HLL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.			
13	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
14	Latest Income Tax Clearance Certificate.			
15	Certificate to the effect that tenderer is an Independent Contractor working on his own, if no Partnership deal is existing.			
16	List of the associates with their addresses			
17	Questionnaire - Annexure I			
18	Declaration – Annexure II			
19	Check List - Annexure III			
20	Copy of PAN Card & GSTN details			
21	Application fee in the form of DD for an amount of Rs. 3000/-			
22	EMD in the form of DD for an amount of Rs. 1,00,000/-			
23	Valid registration certificates for MSME/NSIC/SSI/ units Registered with UDHYOG ADHAR			

ANNEXURE IV-A

PRICE BID

1. BASIC RATE PER KILOMETER (INR)

Category Of Vehicle	Upto 50km	>50 upto 100 KM	>100 upto 200 KM	>200 Upto 400KM	Above 400 /MT
Eicher/Tata/Leyland/Bharat 24"					
Eicher/Tata/Leyland/Bharat 22"					
Eicher/Tata/Leyland/Bharat 19"					
Eicher/Tata/Leyland/Bharat 17"					
Eicher/Tata/Leyland/Bharat 10" Ft (300 Cartons)					
Eicher/Tata/Leyland/Bharat Mini Trucks(60 Cartons))					
Eicher/Tata/Leyland/Bharat Small Pick Ups(40 Cartons)					

- Note :
1. Applicable GST will be paid extra.
 2. This is applicable for full load only
 3. **One way distance** from the place of loading to the consignee site will be taken as the basis for calculating the distance.

Signature & seal of the Tenderer
(Name in Block Letters)

ANNEXURE IV-B

PRICE BID

1. BASIC RATE PER WEIGHT IN KG (INR)

Basic Rate	Upto 50km	>50 upto 100 KM	>100 upto 200 KM	>200 Upto 400KM	Above 400 /MT

- Note : 1. GST as applicable will be paid extra.
2. This is mainly applicable for partial loads.

Signature & seal of the Tenderer
(Name in Block Letters)