

Tender Document for

SELECTION OF AGENCY FOR CARRYING AND FORWARDING SERVICES, AGGREGATION, WAREHOUSING AND OPERATIONS MANAGEMENT OF HLL FRANCHISEE REQUIREMENTS IN GUJARAT, U.P AND DELHI.

IFB No. HLL/SD/RBD/2017-18/TENDER/16DT.12-01-2018



HLL Lifecare Limited
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India

Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com
CIN: U25193KL1966GOI002621

**HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
Tel: +91 471 2354949, 2350959, 2350961, 2356352.
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**Selection of Agency for Carrying and Forwarding Services, Aggregation,
Warehousing and Operations Management of HLL franchisee
requirements in Gujarat, U.P and Delhi for a Period of 36 Months.**

| | | |
|---|---|--|
| IFB No | : | HLL/SD/RBD/2017-18/TENDER16 Dt.12.01.2018 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 12.01.2018, 10.00 Hrs |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 03.02.2018, 13.00 HRS |
| LAST DATE AND TIME FOR RECEIPT OF BIDS | : | 03.02.2018, 14.30 HRS |
| TIME AND DATE OF OPENING OF BIDS | : | 03.02.2018, 15.00 HRS |
| PLACE OF OPENING OF BIDS | : | HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India |
| ADDRESS FOR COMMUNICATION | : | HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail: vgpillai@lifecarehll.com hllsd@lifecarehll.com |

The Bid Documents can be downloaded from our website www.lifecarehll.com. The bid documents are non transferable.

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SECTION - I

Notice Inviting Tenders for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisee requirements in Gujarat, U.P and Delhi for a Period of 36 Months.

HLL LIFECARE LIMITED (HLL) is a ‘Mini Ratna” Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India

M/s. HLL Lifecare Ltd invites tender for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisee requirements in Gujarat, U.P and Delhi for a Period of 36 Months. The tender is being invited on two bid system basis.

The contract validity will be for three years from the date of signing of Contract.

The details of service, scope of work and terms & conditions etc. are given in Tender documents. The same can be obtained from our office on any working day between 11:00 AM to 3:30 PM by paying Rs. 5000/- by Cash / DD (inclusive of ST) drawn in favor of HLL Lifecare LTD, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website www.lifecarehll.com. However cost of Tender documents i.e. Rs.5000/- by D.D. shall be submitted with the Bid.

| | |
|--|--------------------------|
| Last date for Receipt of Technical bid and Price bid | 03.02.2018 (14: 30 Hrs.) |
| Opening of Technical Bids | 03.02.2018 (15:00 Hrs.) |

Opening date of Price bid of qualified vendors will be informed later.

Sealed bid are to be submitted by the closing date i.e. before 14.30 Hrs on 03.02.2018. The bids will be opened as scheduled in the presence of the bidders, who opt to be present.

In the event of 03.02.2018 being declared a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment of Tender document cost, Earnest Money Deposit as per rules (upto their monetary limit).

In case you need any further information, please feel free to contact the undersigned on E-mail: vgpillai@lifecarehll.com / hllsd@lifecarehll.com . Tel: +0471 2354949, 2355426. Website – www.lifecarehll.com

Associate Vice President (CTD & SD)

SECTION - II
BID DATA SHEET:

| | |
|---|---|
| Address for communication and subsequent correspondence | Associate Vice President (CTD & SD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email – vgpillai@lifecarehll.com , hllsd@lifecarehll.com Website – www.lifecarehll.com |
| Date of commencement of downloading of Bid documents and duration | 12.01.2018 to 03.02.2018 till 13:00 hrs. IST |
| Bid validity | 36 Months from the date of opening of the tender |
| No. of copies | No. of copies: 1 original + 1 copy |
| Last date for submission of Bids. | Date:03/02/2018, Time: 14:30 Hrs. |
| Date, time and place of opening of Technical Bid | 03.02.2018 at 15:00 hours Venue - HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. |

SECTION - III

BACKGROUND NOTE

1. Company Background

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under Ministry of Health and Family Welfare. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin is the molding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Hydrocephalus Shunt, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters etc. The company has a wide network of stockiest and retail outlets spread across the length and breadth of the country to market its products. HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centers and procurement consultancy services.

HLL also operates pharmacy outlets India providing affordable medicines .These Outlets are directly run by HLL or are operated through Franchisees.

GENERAL SCOPE:

The scope of work shall include the services as detailed below:

a) Carrying & Forwarding, Warehouse & Operations Management

i. Aggregation of Supplies & Management

- Successful bidders should procure medicines & surgicals as per the indents raised by HLL. Indents will be on the basis of demand estimated by HLL. The bidder must therefore act as an **Aggregator** of Supplies thereby ensuring zero order bounce
- The successful bidder/ aggregator should procure goods from manufacturers, manage products, inspect goods & make the goods available to HLL franchisees within the stipulated time. Aggregator should ensure that goods are supplied at rates agreed by HLL.
- Aggregator will procure and provide goods to HLL on a real-time indent basis.
- For all goods supplied under such an arrangement, Aggregator will provide 60 days credit.
- All products for which HLL has entered into a rate contract with the respective manufacturer, or special rates as approved by such manufacturer, will be supplied by the bidder at such special rates with the additional discount offered by the bidder.
- The list of product for which HLL already has entered into rate contract with the manufacturers is provided as Annexure IX this includes medicines as well as surgicals. The aggregator may provide additional discounts for these products and the same will added to the discount already received by HLL. HLL at its discretion will have the right to further add products to the list of contracted products (Annexure IX) and the additional discount already offered by the aggregator will be henceforth applicable for the new additions as well.
- The Number of states included in the scope of tender is three namely-Gujarat, Delhi and Uttar Pradesh(UP)

The number of Franchisee run outlet in Gujarat is 91. Approx Total monthly revenue generated is INR 300 Lakhs

The projected number of Franchisee run outlet in UP is 20, expected monthly revenue is INR 100 Lakhs

The projected number of Franchisee run outlet in Delhi is 20, expected monthly revenue is INR 100 Lakhs

- HLL reserves the right to withdraw any state and add/withdraw any HLL Franchisee run outlets from the scope of the tender at any time during the entire tendering process. Similarly, HLL will be entitled to withdraw any state and add / withdraw HLL Franchisee run outlet from the scope of rate contract awarded to the successful bidder.

ii. Warehouse & Operations Management

- Successful bidder should maintain warehouse Infrastructure, IT Systems & Racking Systems at his own cost to develop state of art facility for managing pharmaceutical, products at locations as required by HLL.

- Successful bidder shall operate and manage the warehousing operation as per the terms and conditions of HLL.
- The Successful bidder should provide all equipments required for the warehouse maintenance and all other operations.
- Successful bidder should provide walk-in refrigerators and end-to-end cold-chain management for products requiring temperature control.
- Successful bidder should provide Bar-Code Printing , Bar code pasting & Managing Systems to ensure 100% Bar Coding of Products (Product Boxes, as applicable)

b) Logistics, Freight Management and Order Fulfillment

- Aggregator will provide end-to-end logistics and freight services for delivery of goods at HLL franchisee run outlet in the three states namely- Gujarat, U.P and Delhi Services to be provided on all working days and as per the requirement of HLL.
- On the basis of the indent from HLL, Aggregator should ensure correct picking of goods to be supplied from the warehouse to HLL. The supply should be made within the time frame specified by HLL.
- Aggregator should collate & pack goods to be supplied and segregate them on the basis of orders received from HLL.
- Aggregator should transport and deliver fulfilled orders to HLL and manage all logistics operations for dispensing of the goods at his own cost.

Expiry Management

- HLL franchisees will monitor the inventory and inform aggregator to pick up the expired, near expiry, non-moving stocks from the franchisee run outlets at his own expense. The products thus procured through the aggregator (which also includes HLL rate contract products with the additional discounts) the aggregator may issue a credit note to the franchisee run outlet after picking up these expired, near expiry, non-moving stocks. The expiry stock value if any of the stock thus returned shall be recovered from the aggregator, while settling the immediate next bill as per clause 4 of Conditions of Contract.

c) Utilities & Value Added Services

Aggregator shall arrange premises for the entire operations of this arrangement at their own cost. The investment of aggregator will include all expenses with respect to the below mentioned costs:-

- Costs related and required for Depot Operations including electricity charges, housekeeping, pallets and shelves for storage, etc.
- Packing & Packaging equipment's including Bar-Coding of Products
- Stationary & Office Consumables and other miscellaneous expenses.
- Telephone and internet connectivity, software systems services.
- Cost for setting up of counters for dispensing and payment collection.
- Aggregator should arrange sufficient space to carry out all the operations
- Software and hardwares required for the above said operations and its maintenance

2. ELIGIBILITY/ QUALIFICATION CRITERIA

- I. Bidder/ Consortium of Bidders shall enclose as part of its Technical Bid, relevant details and documents establishing its eligibility and qualification to perform the contract as detailed in tender document. Necessary documentary evidence needs to be submitted to establish that the bidder has the adequate capability to perform the tender for selection of agency for carrying & forwarding, aggregation, warehousing and operations management, facilitate the supply of the medicines as per the purchase orders related to HLL franchisee run outlet in Gujarat, U.P and Delhi for a period of 36 months.
- II. Bidder/ Consortium of Bidders shall have minimum 2 years of relevant experience in all the areas as detailed in the general scope such as facilitation of procurement, and carrying & forwarding/ dispensing, warehousing / stocking facilitate the supply of the medicines, operations management, accounting, logistic and freight management of pharmaceutical products for pharmaceutical retailers, govt. organizations / PSU / PSE, and chain of large scale hospital spread across India. Bidders / all Members of the Consortium must submit the documentary evidence confirming the above mentioned eligibility criteria.
- III. Bidder / Consortium of Bidders shall have a minimum consolidated turnover of Rs. 10.00 Cr. annually or an average turnover of Rs 10.00 Cr. in the last 2 financial years. Bidders must submit their audited Balance sheet, profit and loss account for preceding two financial years i.e., 2015-16 and 2016-17. Also provide turnover statement of 2015-16 and 2016-17, duly certified by Chartered Accountant.
- IV. The successful bidder must have provided services to atleast 100 pharmacy outlets (anywhere in India.) Details of the outlets with address must be furnished.
- V. Bidder / Consortium of Bidders should have at least Rs. 5.00 Cr. net worth as on 31st March 2017, CA certified document stating the same must be submitted. In the absence of such net worth, the Bidder/Consortium of Bidders may provide proof of capital adequacy by providing documents of a fixed deposit without lien of any form from nationalized bank in the name of the bidder for an amount not lower than Rs.5 Cr. and maturing not earlier than six months from the date of submission of bid.
- VI. Bidder / Consortium of Bidders should possess all required valid licenses such as Drug License Trade License F-20, Dispensing License-F21, License for scheduled drugs and any other licenses required/ issued by appropriate Govt. agency / authority at their current places of business in India and the successful bidder shall undertake to secure the aforementioned licenses at required locations.
- VII. For the purpose of this Tender, "Bidder" can be group, consisting of the parent company and its subsidiaries, all of which are engaged in the business of providing pharmaceutical goods, including associates ,joint ventures of the Bidder and Consortium of bidders ("**Consortium**"). Necessary documents substantiating the claim should be submitted along with the bid. Then all members of the group/ Consortium will be jointly and severally responsible to provide services envisaged under this agreement. Consortium shall mean association/arrangement by means of a legal document between two or more entities for the purpose of providing services in response to IFB No. HLL/SD/RBD/2017-18/TENDER/16 DT. 12-01-2018. In the case of Consortium of Bidders, all the entities should sign and submit a Consortium Agreement (copy of the same attached as **Annexure VIII**) in Rs 200 stamp paper executed after publishing of aforesaid IFB by HLL and before submission of the bid by the Consortium.
 - The documents substantiating the eligibility criteria mentioned in clause 2, must be submitted along with the technical bid.

- All services mentioned under general scope must be offered by the bidder failing which the bids will be rejected.

3. OTHER DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID :

- I. Signed copy of Tender Document (all pages of Bid documents to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- II. Duly filled and signed bid form as per the format given in Annexure I
- III. Power of attorney in Rs 200/- stamp paper duly notarized to sign the bid document
- IV. Copy of PAN Card and GST registration details.
- V. Detail of Bidder's firm including number of staff, turnover and years in business etc.
- VI. Brief about relevant similar past projects handled and past experience there on.
- VII. Certificate of incorporation / Memorandum of Articles of Association.
- VIII. If the Aggregator bids as a group- which includes parent company, subsidiaries, joint ventures and associates then documentary proof confirming the same must be submitted.
- IX. Declaration as per Annexure IV stating that the firm is not de-registered/Banned/Blacklisted by any Government or any other Statutory Authorities.
- X. All formats enclosed an Annexures to be submitted with the bid.
- XI. Last two financial years Profit & Loss account, Balance Sheet duly certified by CA.
- XII. Bid Security/EMD as DD or Bank Guarantee (refer Clause 6 under Section IV GIB)
- XIII. DD for purchase of tender documents as per IFB Section I or Copy of receipt against the purchase of tender document.
- XIV. List of states for which the bidder has quoted.
- XV. Integrity Pact in their firm letterhead.

IMPORTANT

- ***The documents (as mentioned in clause 2 and 3 of tender document) substantiating the eligibility criteria must to be sealed and submitted in envelope titled Technical Bid.***
- ***Price Bids for each of the 3 States to be sealed separately and all such sealed state wise price bids to be put in a single sealed envelope titled price bid. Technical Bid should be sealed and marked as Technical bid for tender no HLL/SD/RBD/2017-18/TENDER/16 dated 12-01-2018.***
- ***The sealed separate envelopes of Price/Financial Bid (consisting of individual sealed state wise price bids) and sealed Technical Bid must be placed in a sealed outer envelope with the title of the tender.***
- ***Bidders who have participated in our Tender no HLL/SD/RBD/2017-18/06 DT 12.07.2017 are exempted from submitting the repetitive documents they have already submitted under clause 2 and clause 3 however certain documents which are to be resubmitted are mentioned below:-***

Under Clause 2- V, VI, VII.

Under clause 3-I,II, XII, XIII, XI, XV

SECTION - IV

GENERAL INSTRUCTIONS TO BIDDERS:

1. ETHICAL STANDARD:

- I. Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:
 - II. Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
 - III. Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition.

2. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the HLL/Purchaser will in no case be responsible or liable for those costs.

3. CLARIFICATION OF BIDDING DOCUMENTS:

- 3.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have responded to the IFB.
- 3.2. During the bid evaluation, the Purchaser 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.

4. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, modify the Bidding Documents by amendment in company website only. The amendment / changes if any will be uploaded in HLL's website only and bidders have to check the web site from time to time and this will be binding to all the bidders,

5. LANGUAGE OF BID:

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

6. BID FORM AND EARNEST MONEY DEPOSIT

- 6.1. The Bidder shall complete the Bid Form(Annexure I) and the appropriate Price Schedule furnished in the tender documents,
- 6.2. Bidder shall furnish, as part of its bid, Earnest Money Deposit(EMD)/ Bid security as mentioned below

| EMD Amount | Validity |
|---------------|---|
| Rs 1,00,000/- | For six months from the date of opening of Bid. |

- 6.3. The EMD/ Bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

- 6.4. The EMD/ Bid security shall be denominated in the currency of the bid and shall be in one of the following forms: -
- a bank guarantee issued by a nationalized bank.(Format attached as Annexure III)
 - Account payee Demand draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram
- 6.5. Any bid not secured in accordance with GIB Clauses 6.1 and 6.4 will be rejected by the Purchaser as non-responsive.
- 6.6. Unsuccessful bidder's EMD will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
- 6.7. The EMD may be forfeited: -
- If a Bidder:
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - Does not accept the correction of errors pursuant.
 - in the case of the successful Bidder, if the Bidder fails:
 - to sign the contract in accordance with GIB Clause.24 & 25

7. SHELF LIFE

The supplies of medicines / drugs and surgical should be from fresh stock only. Minimum desirable shelf life should be as per the specified product standards. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 2/3rd of the life of the product.

8. FIXED PRICES

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be thirty Six months (can be extendible) from the date of opening of the bid and not subject to any variations on any account during this period. However the purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices anytime during the tenure of contract.

9. IN CASE OF DEFAULT

The purchaser 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.

10. INDEMNITY

The successful bidder shall be bound to compensate, indemnify and hold harmless HLL, its officials, affiliates, directors, agents, and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied goods and/or services provided under this tender document or non-compliance with the requirements as per this tender.

11. MODE OF SUBMISSION:

The bidder shall prepare and seal **in separate packets** the following in duplicate:

- **Technical Bid(Comprising of all requisites mentioned in Page 8&9)**
- **Financial Bid(Comprising of Duly filled Annexure V)**

Outer envelope will contain the Technical Bid and Financial Bid in separate envelopes, duly marking the envelopes as TECHNICAL BID and FINANCIAL BID for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisee requirements in Gujarat, U.P and Delhi”.

All the above envelopes shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR IFB NO.HLL/SD/RBD/2017-18/TENDER/16 DT: 12.01.2018** and must be superscripted as “Bid for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisee requirements in Gujarat, U.P and Delhi.”

Bidder may submit sealed Technical Bid consisting of all the relevant documents and requisite formats and Annexure as prescribed in this tender(refer page 8 & 9), The envelope with sealed Technical Bid and Sealed financial bid should reach HLL Lifecare Limited, Thiruvananthapuram by the closing date i.e. Date: **03.02.2018**, Time: 14:30 Hrs. The envelopes shall be addressed to HLL at the address given in the bid data sheet. The Technical bids will be opened as scheduled in the presence of the bidders, who opt to be present on **03.02.2018** at 15:00 hours.

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.

HLL will scrutinize bid for compliance to the eligibility and qualification criteria.

The superscripted envelop be written with following details:

- Bid No. & Date of Opening
- Title of the Bid
- Name and complete address of bidder
- Total Number of Pages

The Technical bids will be opened on 03.02.2018 at 15.00hrs, in the presence of representatives of firm(s) who may choose to be present. Bidders who wish to be present at the time of such opening may send their duly authorized representative with authorization letter. If tender / bid opening day happens to be holiday, the next working day will be treated as tender opening day. The Financial bids will be opened only after evaluation of technical documents (refer clause 19 of General instruction to bidders)

12. 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.

13. 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.

14. BID VALIDITY:

- I. The BIDS quoted should be valid for 120 days from the date of opening of the Financial Bid pursuant to GIB Clause 15. A bid valid for a shorter period may be rejected by HLL as non-responsive
- II. In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or

by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under GIB clause 6 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

- III. if the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

15. 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.

- 15.1. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 15.2. The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
 - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
- 15.3. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
 - a) 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.
- 15.4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
- 15.5. 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.
- 15.6. 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 our website.
- 15.7. 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.
 - I. 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.

16. OPENING OF BIDS BY HLL:

- I. Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).
- II. Bidders wishing to be present at the time of such opening may send their duly authorized representative with authorization letter.

17. PRELIMINARY EXAMINATION OF BIDS

- I. HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- II. HLL will ensure that each bid is from an eligible Bidder.
- III. 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.

18. SCRUTINY AND BID EVALUATION

The bid shall be scrutinized to determine whether they are complete and meet the Eligibility / Qualification Criteria and other essential and important requirements, conditions etc as prescribed in the Tender Enquiry documents. The tenders which do not meet the basic requirements are liable to be treated as non-responsive and will be summarily ignored.

19. EVALUATION OF BIDS

HLL will scrutinize the technical Bid for compliance to the eligibility criteria and documentation requirement as per the bid document. Any clarification required will be sought from the bidder and the bidders will be short-listed on the basis of responsiveness of technical bid and conformity of the eligibility criteria. The price bid of the bidders who are disqualified at the technical scrutiny and those who do not fulfill the eligibility criteria will be returned unopened. The shortlisted bidders will be informed the time, date and venue of the price bid opening. For opening of financial bid only those bidders qualifying in the technical bid will be considered. The price bids received will be evaluated on the basis of percentage of discount offered on MRP, and the percentage of additional discount offered for the HLL contracted products. The aggregator will not be paid any aggregator fees for his services.

The evaluation as per the price bids will be based on the following:-

- i) Percentage discount offered on MRP for different category of products explained under point -i).
- ii) Additional Discount percentage offered to the drugs for which HLL already has rate contract with manufacturers. List of these drugs is given in Annexure IX.

The Mode of evaluation and weightages offered is explained below in detail:-

- i) **Evaluation based on Discount offered in Percentage over the Maximum Retail Price (The products for which HLL does not have a rate contract with a manufacturer)**

The Aggregator who meets the eligibility criteria shall offer the maximum discount on MRP for the below mentioned category of Drugs:-

1. **Branded Medicines** (i.e Medicines promoted by the company to the medical fraternity). *The weightage of 25% will be given to the discount offered on MRP of Branded Drugs*
2. **Branded Generic Medicine** (i.e Generic Drugs with a brand name). *The weightage of 25% will be given to the discount offered on MRP of Branded Generic Medicine*
3. **Generic Medicine** (i.e Medicines without any Brand name) *The weightage of 10% will be given to the discount offered on MRP of Non branded Generic Medicine.*
4. **Medicines the prices of which are controlled by Central / State Govt. or any statutory Authority (DPCO)** *The weightage of 10% will be given to the discount offered on MRP of*

Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority (DPCO).

5. **Surgicals** (items used for surgical procedures) The weightage of 10% will be given to the discount offered on MRP of surgical items.

HLL will calculate the overall weighted discount of the above four categories of Drugs, the same is illustrated below with example.

Example:-Total weighted discount Calculation:

Discount offered by **Bidder A** for Branded Drugs is 40% on MRP

Bid evaluation calculation is weightage x discount offered i.e $25\% \text{ of } 40 = 0.25 \times 40 = 10.00$

Discount offered for Branded Generic Medicine by the bidder is 60% on MRP

Bid evaluation calculation is weightage x discount offered i.e $25\% \text{ of } 60 = 0.25 \times 60 = 15.00$

Discount offered for Generic Medicine by the bidder is 70% on MRP

Bid evaluation calculation is weightage x discount offered i.e $10\% \text{ of } 70 = 0.10 \times 70 = 7.00$

Discount offered for DPCO controlled drugs by the bidder is 20% on MRP

Bid evaluation calculation is weightage x discount offered i.e $10\% \text{ of } 20 = 0.10 \times 20 = 2.00$.

Discount offered for surgical products by the bidder is 30% on MRP

Bid evaluation calculation is weightage x discount offered i.e $10\% \text{ of } 30 = 0.10 \times 30 = 3.00$.

Weighted discount of Bidder A for (i) = $10.00 + 15.00 + 7.00 + 2.00 + 3.00 = 37.00$

- ii) **Additional Discount offered on products for which HLL already has rate contract with manufacturers -**

For the drugs and surgical mentioned in Annexure IX HLL already has a rate contract with the respective manufacturer and the same is currently being supplied to HLL with certain % of discount.

The bidder must thus offer an additional discount for these products. A weightage of 20% is assigned to these products.

Example:-

Evaluation of the additional Discount

As mentioned above weight age of 20% will be given to the additional discount offered .If the discount % offered by the bidder 'A' is 4% then calculation of weighted discount will be :-

$20\% \text{ of } 4 = 0.20 \times 4 = 0.8$

IMPORTANT

HLL has the right to make any additions or deletions to the list of HLL contracted products (listed in Annexure IX). The percentage discount offered to these products (in table 4 of price bid) will be applicable to all future additions (irrespective of category) during the term of contract . Thus HLL reserves the right to alter the products in the list as per Annexure IX.

The aggregator will not be paid any service/aggregator fee. All expenses of carrying, forwarding, warehousing and operations management, logistics /freight should be borne by the aggregator. The Bidder may thus adjust the aggregator fee/ expense in the discounts which they are offering for each category of drugs.

Overall score of the bidder (i +ii)

The TOTAL discount for each Bidder will be calculated by adding all the scores obtained as mentioned above mentioned above ie-

- (i) The weighted discount% offered on MRP of non RC products

(ii) Weighted Additional Discount % offered for products in Annexure IX

From the above examples the TOTAL score obtained by Bidder A = $37 + 0.80 = 37.80$

IMPORTANT

Final comparison of the offers will be based on the overall score as mentioned above. The same will be derived for each of the three states separately. The bidder who gets the highest score for each state will be considered the L1 for that particular state.

Price bids (Annexure V) for the three states should be given in a sealed separate envelope, and all such envelopes to be put in a single sealed envelope titled price bid. This should include both the schedules.

20. 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.

21. CONTACTING HLL

21.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.

21.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

22. 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.

23. INTEGRITY PACT

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason. The integrity pact must be submitted in their firm's letterhead.

24. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

25. SIGNING OF CONTRACT

25.1. At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.

25.2. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 200/-, sign with date and return it to HLL.

25.3. In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder shall also be liable to pay Bid Security amount as damages to HLL.

SECTION - V

CONDITIONS OF THE CONTRACT

1. SETTLEMENT OF DISPUTES

- 1.1 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.
- 1.2 Conciliation/Arbitration
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.
The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto.
The conduct of such arbitration shall be in English
- 1.3 No suspension of work
The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of supplies. Neither party shall be entitled to perform the obligations of the contract on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.
- 1.4 Award to be binding on all parties, The award of the Sole Arbitrator, shall be final and binding on all parties.
- 1.5 Jurisdiction of Courts, Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

2. TIME FOR COMMENCEMENT AND ACCEPTANCE

The Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance.

3. BIDDERS RESPONSIBILITIES

- 3.1 The bidder must provide his services on all working days and the same should be conforming to the requirement of HLL.
- 3.2 The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
- 3.3 The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 3.4 The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 3.5 The bidder/bidder's representative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchase orders.
- 3.6 For all the supplies affected the bidder must provide the details and time of dispatch and the time of delivery at HLL franchisees. The reports provided should be substantiated with documents such as invoices, GRN copies, and transport details.

4. TERMS OF PAYMENT

Aggregator / bidder should reconcile the Monthly sales / purchase, and forward to HLL before 15th of the subsequent month for payment release.

All invoices submitted to HLL for payment release must have specific details of the drugs with split ups categorizing the drugs as mentioned in the schedules 1 & 2 of price bid.

For e.g. If the drugs fall under schedule 2 of price bid, the same should be clearly mentioned. If the drugs fall under schedule 1 of the price bid –the category (*whether branded or branded generic etc*) should be clearly mentioned in the invoice/purchase details being submitted. This is for the verification of the discount percentages by HLL before payment release.

The bills/ purchase details should include name/ address of the manufacturer/ distributor, MRP of the product, purchase price etc.

Payment shall be released with 60 days from the date of submission of the invoices, purchase details to HLL accepted in the form as mentioned above.

5. PERFORMANCE SECURITY(Annexure VI)

The successful bidder shall furnish Security Deposit in the form of Bank Guarantee from nationalized bank / DD to the purchaser for an amount on Rs 10, 00000.00 per state where the bidder is offering its service.

Security Deposit shall be submitted within 15 days from date of award of confirmed order. Security deposit will be released 3 months after the expiry of the contract period subject to applicable deductions.

6. DELIVERY SCHEDULE

The Bidder has to deliver the Medicines and surgicals at the HLL franchisee run outlet within 48 Hours from the time of receipt of indent.

The bidder has to strictly abide by the above mentioned delivery schedule. HLL reserves the right to impose a penalty @ 0.50 % of the Purchase order value per day of delay

The above mentioned delivery schedule as well as the penalty will be applicable for the procurement of any product required by HLL.

7. RISK PURCHASE

If successful bidder/ aggregator defaults /fails to deliver goods within 72 hours from the issue of indent/ purchase requisition then HLL reserves the right to purchase the goods/ avail service from the market at the risk and cost of aggregator and if the purchase happens at a price higher than the ordered rates, HLL shall have the right to claim the difference upon the aggregator and he will be under obligation to pay the same. HLL has the right to recover the same from the performance security if the aggregator does not make the payment.

If the Aggregator does not supply the goods with the discounts as offered in the price bid, then the purchaser/HLL reserves the right to reject the supplies or terminate the contract with the Aggregator.

8. TAXES AND DUTIES

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

9. CONSORTIUM BIDDING

In the case of a Consortium of Bidders, the specific conditions mentioned below would apply:-

In case of Consortium, change in constitution shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive. The tenderer, in case of Consortium, shall clearly and unambiguously define the role and responsibilities for each member of the Consortium by stating these matters in the Consortium Agreement signed by the Parties. In the case of a Consortium, all members of the Consortium shall be jointly and severally liable for the performance of whole contract.

10. INTELLECTUAL PROPERTY

All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to HLL and used to perform the obligations under this Agreement shall remain vested upon HLL and any additional or new inventions made in the course of performance of services shall belong to HLL.

11. FORCE MAJEURE:

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within seven (7) days after the occurrence of such event.

12. CONFIDENTIALITY:

This contract, its provisions and existence as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party. All such information shall be used by the other party only for the performance of this contract.

The restrictions here-in-above shall not apply to any information generally available to public or received in good faith from a third party without restriction. The parties hereby agree to keep as confidential all documentation furnished or received by either party at any time in connection with this contract. This provision as far as practicable shall apply to all the concerned officers of either party. This clause shall survive upon termination of this contract.

In case of any loss or damage sustained to HLL due to the breach of confidentiality clause of this agreement, the aggregator is liable to compensate HLL to the extent of actual loss suffered by HLL. Further, the aggregator is liable to pay 5% of the total executed contract value to HLL as penalty for the breach of confidentiality clause.

13. OTHER CONDITIONS:

- I. The service provider shall not have the right to assign to any party except its subsidiaries/ associates/ joint ventures , consortium its rights and obligations arising out of this contract in connection with it without the prior written consent of HLL Lifecare Limited.
- II. HLL Lifecare Limited reserves its right either to select or reject any offer without assigning any reasons.
- III. Party to give a declaration that they have not been blacklisted by any Government organization, as per Annexure IV and also that HLL Lifecare Limited has not suffered any losses or business reputation through them.

14. TERMINATION

HLL may at any time terminate the Contract for any reason by giving the Bidder thirty days (30) notice of termination.

15. PARALLEL RATE CONTRACTS

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

16. INSPECTION AND TESTING

The aggregator should submit the internal lab reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole

BID FORM

IFB No. HLL/SD/RBD/2017-18/TENDER/16 Dt: 12.01.2018

To:

**ASSOCIATE VICE PRESIDENT (SD&CTD),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Services) in conformity with the said Bidding Documents.

We agree to abide by the discounts mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per Section III Clause 2 & 3 of the bidding documents.

Dated this day of 20.....

(Signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SELF-DECLARATION REGARDING NON-CONVICTION

To,

Associate Vice President (SD & CTD)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont have a criminal record.

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

Annexure-III

EMD BANK GURANTEE FORMAT

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) against tender to Selection of Agency for C&F, Aggregation, Warehouse and operations Management of HLL Franchisee requirements in Gujarat, UP and Delhi for a period of 36 months (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
 - or
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
 - or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without any demur, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including days/months after the date of bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Annexure IV

SELF-DECLARATION

To,

Associate Vice President (SD & CTD)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

This is to certify that our company has not been de-registered /Banned /Blacklisted by any Government or any other Statutory Authorities

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

Annexure V (Delhi)

Price Bid

Schedule1

| SI No | Classification Of Drugs | Discount % offered on the MRP of the Drug |
|-------|---|---|
| | | 1-40 (franchisee run outlets) |
| 1 | Branded Drugs | |
| 2 | Branded Generic Medicine | |
| 3 | Generic Medicine | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | |
| 5. | Surgicals | |

* *The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) |
|-------|--|---|
| | | 1-40 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Annexure V (Uttar Pradesh)

Price Bid

Schedule1

| SI No | Classification Of Drugs | Discount % offered on the MRP of the Drug |
|-------|---|---|
| | | 1-40 (franchisee run outlets) |
| 1 | Branded Drugs | |
| 2 | Branded Generic Medicine | |
| 3 | Generic Medicine | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | |
| 5. | Surgicals | |

* *The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) |
|-------|--|---|
| | | 1-40 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Annexure V (Gujarat)

Price Bid

Schedule1

| SI No | Classification Of Drugs | Discount % offered on the MRP of the Drug |
|-------|---|---|
| | | 1-100 (franchisee run outlets) |
| 1 | Branded Drugs | |
| 2 | Branded Generic Medicine | |
| 3 | Generic Medicine | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | |
| 5. | Surgicals | |

* *The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) |
|-------|--|---|
| | | 1-100 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Considering the increase in the number of franchisee outlets in future all bidders must submit filled in below format – **Addition to Annexure V** along with the price bid for each state, however the offers in this **Addition to Annexure V** will not be considered for evaluation and for determining the L1 party.

Addition to Annexure V - Delhi

Schedule 1

| Sl No | Classification Of Drugs | Discount % offered on the MRP of the Drug | |
|-------|---|---|--------------------------------|
| | | 41-60 (franchisee run outlets) | 61-80 (franchisee run outlets) |
| 1 | Branded Drugs | | |
| 2 | Branded Generic Medicine | | |
| 3 | Generic Medicine | | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | | |
| 5. | Surgicals | | |

* *The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) | |
|-------|--|---|--------------------------------|
| | | 41-60 (franchisee run outlets) | 61-80 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Addition to Annexure V - Uttar Pradesh

Schedule1

| SI No | Classification Of Drugs | Discount % offered on the MRP of the Drug | |
|-------|---|---|--------------------------------|
| | | 41-60 (franchisee run outlets) | 61-80 (franchisee run outlets) |
| 1 | Branded Drugs | | |
| 2 | Branded Generic Medicine | | |
| 3 | Generic Medicine | | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | | |
| 5. | Surgicals | | |

** The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) | |
|-------|--|---|--------------------------------|
| | | 41-60 (franchisee run outlets) | 61-80 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Addition to Annexure V - Gujarat

Schedule 1

| SI No | Classification Of Drugs | Discount % offered on the MRP of the Drug | |
|-------|---|---|----------------------------------|
| | | 101-120 (franchisee run outlets) | 121-140 (franchisee run outlets) |
| 1 | Branded Drugs | | |
| 2 | Branded Generic Medicine | | |
| 3 | Generic Medicine | | |
| 4 | Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA) | | |
| 5. | Surgicals | | |

** The discount offered for schedule 1 will be for drugs and surgical exclusive of Annexure IX*

Schedule 2

| SL No | HLL Contracted Drugs | Additional Discount % offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer) | |
|-------|--|---|----------------------------------|
| | | 101-120 (franchisee run outlets) | 121-140 (franchisee run outlets) |
| 1 | All Drugs and Surgicals presently listed in Annexure IX and any additions done by HLL to the list in the future. | | |

HLL has the right to make any additions or deletions to the list of contracted medicines and Surgicals (Annexure IX). The percentage discount offered to the products will be applicable to all future additions which will be made by HLL during the period of contract with the Aggregator.

Signature of the authorized signatory with Seal

Terms and Conditions

1. Annexure V (Price BID) with the two schedules for each state to be sealed and placed in separate envelopes bearing the name of the state, and all such state wise sealed envelopes to be put in a single sealed envelope marked Price bid. Details of State mentioned in Annexure IX
2. Each state will be evaluated separately and L1 for each state will be derived. However every bidder quoting for any or all of the three state must submit their offer for the entire state.
3. The MRP is inclusive of all taxes & duties and other levies.
4. Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST. No taxes of any kind will be further levied on the discounted rate.
5. The list of drugs the price of which is controlled by Govt. should be enclosed to the price bid.
6. Any addition or deletion to the list of drugs the price of which are controlled by Govt. should be intimated to HLL immediately with copies of Govt. notification / order for such addition / deletion.
7. No taxes of any kind are chargeable extra on the discounted price. This means discounted price will be inclusive of all taxes and duties as may be applicable.
8. The discount offered for the drugs should be separately given for each state.
9. All medicines for which HLL has entered into rate contracts / special rates with the manufacturer has been provided as Annexure IX. However if there is any addition to the present list then details of the same shall be made available to the successful bidder within 14 days from the date of issue of Notice of Award to the successful bidder.
10. HLL has the right to make any additions or deletions to the list of HLL contracted products (listed in Annexure IX). The percentage discount offered to these products (schedule 2 of price bid) will be applicable to all future additions (irrespective of category) during the term of contract. Thus HLL reserves the right to alter the products in the list as per Annexure IX.
11. Bidders must offer their discount percentages for all the category of product as mentioned in the price bid.

Annexure VI

PERFORMANCE BANK GUARANTEE FORMAT

HLL LIFECARE LIMITED
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India

1. WHEREAS on or about the ____day of 2018 M/s._____ a Company having its registered office at _____ (hereinafter referred to as 'The Aggregator') entered into an agreement bearing No._____(hereinafter referred to as 'The Contract'), with HLL Lifecare Limited , A Government of India Enterprise, incorporated as a company under the Companies Act 1956 acting through (hereinafter referred to as (HLL) for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management HLL Franchisees in Gujarat, Delhi and Uttar Pradesh (hereinafter referred to as 'Service").
2. AND WHEREAS under the terms & conditions of the contract, the Aggregator shall furnish Performance Security Bond for an amount of Rs... (Rupees only) representing in the form of a bank guarantee, in a manner herein contained duly executed by a nationalized bank towards satisfactory performance of the contract and against any loss or damage caused to or suffered or would be caused to or suffered by HLL by reason of any breach by the said Aggregator of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid up to 365 days beyond the date of completion of all contractual obligations by the Aggregator as per the terms & conditions of the said agreement.
3. NOW WE, the _____(Bank) in consideration of the promises do hereby agree and undertake to pay HLL Lifecare Limited, on behalf of the Aggregator, the said sum of Rs._____(Rupees _____Only), the amount due and payable under the guarantee without any demur, merely on a demand from HLL stating that the amount claimed is due by way of loss or damage caused to, or suffered by HLL by reason of any breach by the said Aggregator of any of the terms and conditions contained in the said agreement or by reason of the Aggregator's failure to perform the said agreement or by reason of unsatisfactory performance of the goods during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees _____only).
4. WE undertake to pay to HLL the said sum of Rs._____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Aggregator (s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Aggregator shall have no claim against us for making such payment.
5. WE HEREBY further agree that the decision of HLL as to the amount of damages suffered by HLL by reasons(s) of any breach by the said Aggregator or for non-satisfactory performance of goods as per the terms and conditions of the said agreement, shall be final and binding on us.
6. AND WE, the _____(Bank) do hereby further agree that our liability herein under shall not be discharged by virtue of any agreement between HLL and the Aggregator with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of HLL

showing any indulgence or forbearance to the Aggregator as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.

7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Aggregator.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the said date i.e. _____ all rights of HLL under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 2018

For _____
(Indicate the Name of bank)

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of ...,

Between

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. COMMITMENTS OF BIDDERS/ CONTRACTORS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 2.1. The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3. The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4. The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5. The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6. BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7. The counterparty will not make any false or misleading allegations against HLL or its Associates.

- 2.8. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9. The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10. The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16. The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17. The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.3. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors

- 4.1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2. HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3. HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause .5. Consequences of Violation / Breach

- 5.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any

other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6.Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1. Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

Mr.
Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

BIDDER

Chief Executive

Witness

1.

2.

Witness

1.

2.

* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.

Annexure VIII

Consortium Agreement
(Format prescribed by HLL Lifecare Ltd.)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on thisday of 2018.

Between

M/s.....a registered under and having its registered office at (hereinafter called the “Lead Member/First Member” which expression shall include its successors) and is represented by Shri.....;

And

M/s. a registered under and having its registered office at (hereinafter called the “Second Member” which expression shall include its successors) and is represented by Shri.....;

(The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members”).

- WHEREAS M/s. HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram (HLL), a Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare has invited bids (hereinafter called as “the bid documents”) from interested parties services namely Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisees in Gujarat, Uttar Pradesh and Delhi for a Period of 36 Months as per Invitation For Bids No. _____ dated _____2018, [hereinafter called as “Aggregator Services”].
- AND WHEREAS IFB document mentions that Consortium formed by parties who meets the requirements stipulated in the IFB document will be considered for the Aggregator Services, provided the same is formed by a legal document legally binding all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to HLL.
- AND WHEREAS the consortium members have discussed about the IFB published by HLL and agreed to form a Consortium for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management of HLL franchisees in Gujarat, Uttar Pradesh and Delhi.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises both the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s.....shall act as Lead Member for and on behalf of Consortium Members. The Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto the HLL for the successful performance of the obligations under the Invitation For Bids (IFB) and resultant Agreement(s) / Documents submitted or executed by the Lead Member in the event of the selection of Consortium.

2. In case of any breach of the stipulations of the IFB by the Lead Member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities of the bidder(s) under the IFB and matters incidental thereto.
3. It is expressly understood and agreed between the Consortium Members that the duties and responsibilities of each Member shall be as described in the Schedule to this Consortium agreement.
4. If HLL suffers any loss or damage on account of any breach in the stipulation of the IFB to be entered into by the Consortium Members or any shortfall in the performance of the services or in meeting the performances stipulated by the IFB, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to HLL on its demand. It shall not be necessary or obligatory for HLL to proceed against Lead Member before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to HLL, with respect to any of the claims arising out of the performance or non-performance of obligations under the IFB shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members and the Consortium Members shall be jointly and severally liable to HLL.
6. It is also understood by all Consortium Members that the IFB Document stipulates various obligations as well as terms and conditions related to the Transaction during proposal stage or thereafter during the subsistence of the contract with HLL.
7. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by HLL. It shall be effective from the date first mentioned above for all purposes and intents.
8. If HLL awards the contract for Aggregator Services to the Consortium, we the Consortium Members hereby agree that we shall be jointly and severally responsible to perform the Aggregator Services and to furnish the Performance Bank Guarantee prescribed by HLL.
9. It is further agreed by and between the Consortium Members that the sharing of duties and responsibilities mentioned above shall not in any way be a limitation of the joint and several responsibilities of the Consortium Members under the IFB that the Consortium would sign with HLL if selected to provide Aggregator Services.
10. It is expressly agreed by the Consortium Members that the sharing of responsibilities and obligations inter se amongst the Consortium Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Consortium Members to HLL. It is clearly understood that the Lead member shall ensure performance of the terms and conditions stated in the IFB and if one or more Consortium Members fail to perform its /their respective obligations under the IFB, the same shall be deemed to be a default by all the Consortium Members.

This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Thiruvananthapuram shall have the exclusive jurisdiction in all matters arising there under.

IN WITNESS WHEREOF, the Members of the Consortium agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

For and on behalf of Lead Member / First Member
M/s ----- Ltd.
(Signature of authorized representative
dated)

WITNESS

1.(Signature)
Name
Designation.....

2.(Signature)
Name
Designation.....

For and on behalf of Second Member
M/s
(Signature of authorized representative
dated)

WITNESS

1.(Signature)
Name
Designation.....

2.(Signature)
Name
Designation.....

SCHEDULE

(Duties and responsibilities of each Consortium Member)

*The above format has been provided with the assumption that there are only two consortium members, however the final agreement shall be modified and submitted according to the total number of consortium members.

ANNEXURE X

CHECKLIST

| Sl. No. | Documents | Page No. | Remarks |
|---------|--|----------|---------|
| 1 | Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions. | | |
| 2 | Duly filled and signed bid form as per the format given in Annexure I | | |
| 3 | Power of attorney in Rs 200/- stamp paper duly notarized to sign the bid document | | |
| 4 | Copy of PAN Card and GST registration details. | | |
| 5 | Detail of Bidder's firm including number of staff, turnover and years in business etc.(In case of consortium whether details of all the firms required) | | |
| 6 | Brief about relevant similar past projects handled and past experience there on. | | |
| 7 | Certificate of incorporation / Memorandum of Articles of Association. | | |
| 8 | If the Aggregator bids as a group- which includes parent company, subsidiaries, joint ventures and associates then documentary proof confirming the same must be submitted. | | |
| 09 | Declaration as per Annexure IV stating that the firm is not de-registered/Banned/Blacklisted by any Government or any other Statutory Authorities. | | |
| 10 | All formats enclosed an Annexures to be submitted with the bid. | | |
| 11 | Last two financial years P&L, BS duly certified by CA. | | |
| 12 | Bid Security as DD or Bank Guarantee (refer Clause 6 under Section IV GIB) | | |
| 13 | DD for purchase of tender documents as per IFB Section I or Copy of receipt against the purchase of tender document. | | |
| 14 | List of states for which the bidder has quoted. | | |
| 15 | Integrity Pact. In letterhead | | |
| 17 | Signed copy of Tender Document (all pages of Bid documents to be signed & stamped) by the Bidder as token of acceptance of the Terms & Conditions. | | |
| 18 | Duly filled and signed bid form as per the format given in Annexure I | | |
| 19 | Consortium agreement in Rs 200/- stamp paper . | | |
| 20 | Bidder or consortium must submitted audited P&L statement and balance sheet of 2015-16 and 2016-17, turnover statement duly certified by CA. | | |
| 21 | CA certified document stating that the bidder or consortium has 5 crore net worth must be submitted. In the absence of such net worth, the Bidder/Consortium of Bidders may provide proof of capital adequacy by providing documents of a fixed deposit without lien of any form from nationalized bank in the name of the bidder for an amount not lower than Rs.5 Cr. as on the date of submission of bid. | | |