HLL LIFECARE LIMITED, (A Government of India Enterprise) Kanagala - 591 225 Belagavi Dist. (Karnataka) Tel. No.: 08333-279398, 279244 Fax No. 08333 - 279245 E-mail :indoresd@lifecarehll.com

APPOINTMENT/EMPANELMENT OF BUSINESS ASSOCIATES

SOURCING DEPARTMENT

HLL LIFECARE LIMITED, (A Government of India Enterprise) Kanagala - 591 225 Belagavi Dist. (Karnataka) Tel. No.: 08333-279398, 279244 Fax No. 08333 - 279245

No. HLL/BG/SOURCE/EOI/BA/2016-17/

15th February 2017

TENDER NOTIFICATION

SUB: -EXPRESSION OF INTEREST FOR APPOINTMENT/EMPANELMENT OF BUSINESS ASSOCIATES.

1) Introduction: -

HLL Lifecare Limited (HLL) is a <u>Mini Ratna</u> (Category-1 PSE) company under the Ministry of Health and Family Welfare providing products & services in the area of health care. Our Corporate head office is at Thiruvananthapuram, Kerala. We have seven production facilities in Thiruvananthapuram, Cochin, Belgaum, Manesar, Gazwal and Indore, Procurement & consultancy office at Noida, marketing offices around the country. HLL has developed an impressive production infrastructure for a range of Contraceptives and Health Care Products, Sanitary Napkins. The total employees strength of HLL is around 3000.

HLL Lifecare Ltd also involved in the promotion of Pharmaceutical products through its Women Healthcare Division. As part of expansion & diversification of its products HLL invites Expression of Interest from professional, experienced and competent agencies for empanelment/Appointment as Business Associates in connection with supply of various pharma products to North Eastern State Govt. Institutions/ Agencies for a period of 2 years.

2. SCOPE OF WORK:

The Scope of the work of Business Associate will be:

- a. Representing & Liasioning on behalf of HLL with various Govt. Institutions/ Agencies for generation of orders to supply various pharma products.
- b. Collection of consignments from HLL & delivery to consignees.
- c. Collection of Stock Entry Certificates (SEC)/Relevant documents from the consignees and forward a copy to HLL, regularly.
- d. Submission of Invoices forwarded by HLL to concerned authority of Govt. Institution/ Agencies by attaching Stock Entry Certificates/relevant documents.

- e. Intimation regarding shortage and damage if any, in the consignment received by consignee.
- f. Collection of payment within 60 days from the date of supply of materials at/to Consignees.
- g. Any other work related as and when informed.

3. Eligibility Criteria:

- a. The bidder should have minimum over all average turnover of not less than ₹ 1.00 Cr. In any one of the last three financial years of 2013-14, 2014-15 & 2015-16. Certificate from Chartered Accountant shall be enclosed.
- b. The bidders should have minimum three years experience in the field of supply of Pharma or similar products. (Proof shall be attached.)
- b. The bidder should have No-conviction certificate for last 1 year (Self declaration / certificate copy shall be enclosed)
- c. The Bid should accompany a Demand Draft of ₹ 2, 00,000/- towards EMD drawn in favour of HLL Lifecare Ltd., payable at State Bank of India, NIPANI.

4) Assistance by HLL: -

- a. Providing of necessary data/ documents etc for liasioning with competent authorities for generation of orders.
- b. Providing information through appropriate communication mode regarding details of consignments ready for dispatches.
- b. Providing necessary documents/ invoices after despatch for onward submission with concerned authorities.

5) Validity: -

The period of contract will be valid for two year.

6) Payment Terms: -

Payment will be made after receipt of payment from respective customer, subject to statutory deduction, penalty if any.

7) Security Deposit: -

The party should deposit ₹ 3,00,000/- towards Security Deposit. HLL will return the same within 90 days from the date of expiry or from the date of termination of the order subject to fulfilling the scope of work.

The party should agree to adjust any amount due to HLL under or any other agreement against the security deposit and the party is entitled to get back only the balance amount.

8) Governing Law: -

The terms and conditions will be governed by and interpreted in accordance with the Laws in India.

9) Jurisdiction :-

Any dispute arising out of this contract will be referred to court at Hukkeri Tq. Belagavi Dist.

10) Termination :-

Either party shall be entitled to terminate the order by giving 60 days notice in writing, in advance. The termination should be without prejudice to the rights and remedies f either party which may have accrued or arisen prior to such termination.

11) Indemnity: -

The party will be held responsible to HLL for all acts of commission or omission of whatsoever nature committed by it or its employees in the course of their duties of otherwise under the order period and should indemnify HLL against all loss or damages suffered consequent there to.

12) Arbitration: -

All disputes or differences or claims will be settled amicably through mutual negotiation. However unsettled issues/disputes/differences will be referred for Arbitration to a sole Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory enactments thereof. The award of the authority will be binding on both the parties.

13) Limitation to Agent Authority :-

The party to whom the work order is issued will don't have any authority to negotiate and enter in to any contract for and on behalf of HLL nor shall have any authority to give any guarantee or warranty on behalf of HLL.

The party will not have any authority or will not on behalf of HLL Or otherwise to pledge, charge, hypothecate or create any lien on the stock of the products in their custody in favour of person, authority, institution etc.

The party have no authority to assign or transfer in any way whatsoever any of its rights, obligations, and interest under this tender to any party without the prior written consent of HLL.

14) GENERAL CONDITIONS :-

- a. The bid shall be submitted in sealed cover. Tender No. shall be superscripted on the cover in order to clearly identify the bid. The sealed cover addressed to The General Manager(Pharma), HLL Lifecare Ltd., KANAGALA - 591225, DIST BELAGAVI, should reach us on or before the due date and time mentioned in the tender notification. HLL Lifecare shall not be responsible for postal delay if any, in the delivery of the bidding document or non-receipt of the same.
- b. In the event of the date mentioned for opening of Bid being declared subsequently as holiday for HLL Lifecare Ltd., Kanagala the due date for submission and opening of bids will be the following working day and time.
- c. Bids received after the deadline for the submission may not be considered.
- d. Un-sealed tenders received are liable to be rejected and this will be on sole risk of tenderers.
- e. The bidder is expected to examine all instructions, forms, terms and conditions given in the document.
- f. The tender should be complete in all respects & incomplete tenders are liable to be rejected.
- g. THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH L1 PARTY IF SITUATION WARRANTS.
- h. In the event of placing orders as per requirement: -
 - i) The bidder has to execute an agreement in the prescribed form in Govt. Stamp Paper as required by rule in force from time to time, and deposit ₹
 3,00,000/- towards Security deposit by way of Demand Draft drawn on HLL Lifecare Ltd., payable at State Bank of India Nipani.
 - ii) The agency have to enter into a contract for TWO year during which period no price escalation and no change in terms and conditions will be allowed on any ground, unless the circumstances so warrant.
 - iii) Penalty at prevailing Bank rate will be charged on delayed payment, if the amount is not received from concerned authority within 60 days of supply of material to consignees
- i. There shall not be any corrections/overwriting on the commercial bid, if so the same are to be duly attested.

- j. HLL Lifecare Ltd. shall fix the criteria for responsiveness of a bid based on critical factors in the tender document. Bids pronounced non-responsive by HLL Lifecare Ltd., shall be summarily rejected.
- k. Suppression of facts will disqualify the tender document.
- I. HLL Lifecare Ltd., reserve the right to qualify or not a tenderer without assigning any reasons. The decision of HLL Lifecare Ltd., will be final and no correspondence will be entertained in this regard.

The sealed cover superscripted with tender No. and date, should reach us latest by **11.00 A.M. on 25.02.2017 along with Earnest Money Deposit of** \gtrless **2,00,000/-,** which will be opened on the same day at 2.00 p.m.. Parties should be ready to attend negotiation at their cost.

General Manager (Pharma)

HLL LIFECARE LTD., KANAGALA, BELGAUM QUESTIONNAIRE FOR VENDOR DEVELOPMENT

| S | Particulars | Details |
|---|---|---------|
| N | r ai liculai S | Details |
| | | |
| 1 | Name & Address of Party: | |
| | Contact Person | |
| | Phone / Mobile No. | |
| | FAX / E-mail No. | |
| | | |
| | a) Constitution of the Firm: | |
| 2 | Proprietary / partnership/ Pvt. Ltd./ Ltd.: | |
| | | |
| | b) Name of the owner/ Partner/ Director: | |
| | | |
| | | |
| 3 | How many years of experience you | |
| | have in such type of activities. | |
| | | |
| | Proof of handling such type of business | |
| | should be attached | |
| | | |
| 4 | What is your organizational | |
| | background: | |
| | a) Location of Corporate/Regd. Office | |
| | with address: | |
| | | |
| | b) Total no. of branches all over India. | |
| | If any (attach List) | |
| | | |
| | c) No. of employees in | |
| | Company/Branch | |
| - | a) No. of Qualified at # | |
| 5 | a) No. of Qualified staff | |
| | | |
| | | |
| 6 | List of Customers: | |
| | a) Govt. | |
| | b) Non. Govt. | |
| | (Proof may be enclosed) | |
| | | |

| 7 | Turnover during last 3 years. (Enclose Certificate from a Chartered Accountant - Format enclosed) | |
|----|---|--|
| 8 | Have you had litigation/arbitration in commercial contract during last 3 years? if so give details. | |
| 10 | Name and address of two known customer references | |
| 11 | Any other details. | |

-- Signature / Name/ Designation -- Company Seal Wherever space is insufficient, please enclose separate sheets.

HLL LIFECARE LIMITED, KANAGALA, BELAGAVI <u>COMMERCIAL TENDER FORM FOR PROVIDING LOGISTIC SERVICES AT NORTH EASTERN</u> <u>STATES</u>

| 1 | Full Name and Address of the Party | |
|---|---|--|
| 2 | Contact No. | |
| 3 | Quoted Rate a) Service charges (towards providing Logistics & administrative services. | PERCENT OF THE ORDER VALUE (BASIC ONLY) INCLUSIVE OF ALL STATUTORY LEVIES & TAXES. |
| 4 | Name of the States where bidder preferred to operate | 1. 2. 3. 4. 5. 6. 7. |
| 5 | TIN No. | |
| 6 | PAN No. | |
| 7 | Service Tax Registration No. | |
| 8 | Remarks | |

PRICE BID

Above rates are applicable for TWO YEARS and are inclusive of all taxes. All the terms & conditions of tender notifications are accepted and binding on me.

Date: -

Place: -

(Signature/Name/Seal)

TURN-OVER CERTIFICATE

We have verified the books and records of M/s ______

of M/s. _____,

And accordingly we do hereby certify the Turnover as below.

| S.No. | YEAR | TURNOVER (₹) |
|-------|---------|--------------|
| 1 | 2013-14 | |
| 2 | 2014-15 | |
| 3 | 2015-16 | |

This Certificate is issued on specific request of the party for the participation in

Tender No.HLL/BG/SOURCE/EOI/BA/2016-17 Dtd.15.02.2017,

of M/s HLL Lifecare Limited, Kanagala- 591 225, Dist. Belagavi.

Date: -

Chartered Accountant

Place: -

Mob. No. _____

Address:

(Office Seal)

FORMAT

SELF-DECLARATION

To, To, General Manager (Pharma) HLL Lifecare Limited Kanagala - 591225 Belgaum Dist, Karnataka.

Dear Sir,

This is to certify that our Company has not been Black Listed either by any State Government or Government Institutions in connection with Sourcing, Packaging & Distribution of Pharma Products & other similar products.

Date: Place: Signature:

Name: Designation:

Common Seal: