

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडा पी.ओ. PEROORKADA. P.O,  
तिरुवनन्तपुरम -६९५००५ THIRUVANANTHAPURAM-695 005  
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EMAIL: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com) / [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
GST No.32AAACH5598K2Z9

TENDER NO. HLL/PFT/PUR/FOT/2019-20

DATED: 12.11.2018

मंगलौर और कोची से एचएलएल लाइफकेयर लिमिटेड  
यूनिट्स में तिरुवनंतपुरम (पेरूरकडा फैक्टरी और आक्कुलम  
फैक्टरी) में फर्नेस तेल के परिवहन के लिए निविदा  
TENDER FOR TRANSPORTATION OF FURNACE OIL  
FROM MANGALORE & KOCHI TO HLL LIFECARE LTD  
UNITS AT TRIVANDRUM (PEROORKADA FACTORY &  
AKKULAM FACTORY)

तकनीकी-व्यावसायिक बोली

TECHNO-COMMERCIAL BID

निविदा संख्या: एचएलएल / पीएफटी / क्रय / एफ ओ टी / 2019-20

TENDER NO: HLL/PFT/PUR/FOT/2019-20

निविदा सूचना  
TENDER NOTICE

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तिरुवनंतपुरम (पेरूरकडा फैक्टरी और आक्कुलम फैक्टरी) में फर्नेस तेल के  
परिवहन के लिए निविदा

**TENDER FOR TRANSPORTATION OF FURNACE OIL FROM MANGALORE  
AND KOCHI TO HLL LIFECARE LTD UNITS AT TRIVANDRUM  
(PEROORKADA FACTORY & AKKULAM FACTORY).**

जनवरी 2019 से दिसंबर 2020 तक 2 साल की अवधि के लिए निर्धारित बोली में दो खुला बोली प्रणाली (तकनीकी और मूल्य) के तहत मुहरबंद और उपरिलिखित निविदाएं हमारे पेरूरकडा फैक्टरी\_तिरुवनंतपुरम में फर्नेस ऑयल के 1000 मेट्रिक टन (लगभग) और आक्कुलम फैक्टरी\_तिरुवनंतपुरम में फर्नेस ऑयल के 1000 मेट्रिक टन (लगभग)के संग्रह, परिवहन और वितरण के लिए आमंत्रित हैं।

Sealed and superscribed tenders under open two bid system (Technical and Price) in the prescribed form are invited for the **Collection, Transportation and Delivery of 1000 MT(approx) of Furnace Oil** to our Peroorkada Factory, Trivandrum (PFT) and **1000 MT (approx) Furnace Oil** to our Akkulam Factory, Trivandrum (AFT) for a period of 2 years from January 2019 to December 2020.

मात्रा, नियम और शर्तें, उद्धरण दर आदि के लिए प्रारूप निविदा दस्तावेजों में दिए गए हैं जो संलग्न हैं। The quantity, terms & conditions, format for quoting rates etc are given in the tender documents which is attached.

निविदा प्राप्त होने की अंतिम तिथि और समय

Last date and time of receipt of tender : 30.11.2018; 15.00 Hrs

निविदा खोलने की तिथि और समय

Date and time of opening tender : 30.11.2018; 15.30 Hrs

**वरिष्ठ प्रबंधक (क्रय) SR. MANAGER (PURCHASE)**

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**Bidders are requested to submit following filled documents in the Technical bid.**

**Schedule A, Schedule-E, Schedule-F, Schedule-G, Schedule H, Schedule-J and Schedule-I of Price Bid and ISO Certificate (if available)**

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**II PRICE BID**

SL.NO	SCHEDULES	DESCRIPTION	PAGE.NO
1	SCHEDULE – I	TENDER ACCEPTANCE FORM	30
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4	SCHEDULE – IV	RATE SCHEDULE FOR THE COLLECTION, TRANSPORTATION & DELIVERY OF FURNACE OIL FROM MANGALORE TO AKKULAM FACTORY, TRIVANDRUM.	33
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**SCHEDULE - A**

**SCHEDULE OF QUANTITY TO BE TRANSPORTED FOR TWO YEARS**

UNIT	Location from	Location To	QUANTITY (MT) FOR 2 YEARS
<b>PEROORKADA</b>	<b>Mangalore OR KOCHI</b>	HLL Lifecare Ltd, Peroorkada Factory, Trivandrum	<b>1000</b>
<b>AKKULAM</b>	<b>Mangalore OR KOCHI</b>	HLL Lifecare Ltd, Akkulam Factory Trivandrum	<b>1000</b>
		<b>TOTAL</b>	<b>2000</b>

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**SCHEDULE - B**

**MINIMUM ELIGIBILITY CRITERIA**

1. The transporter should own minimum 6 tankers. If 6 tankers are not available in self ownership, the transporter shall own 3 tankers and 3 attached tankers. The tankers should have Interstate permit. In the absence of interstate permit for the tankers, the contractor should obtain the Interstate permit to transport the furnace oil. Documentary evidence of trucks owned / attached to be enclosed with the technical bid.
2. Transporters should have minimum Three years experience in transportation of furnace oil for industries, public sectors units. Documentary proof to be submitted along with the Technical bid.
3. The contractor shall supply the material by road in 12/16/20 MT capacity tankers for PFT and 10/12/16 MT capacity tankers for AFT.

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**SCHEDULE- C**  
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**TERMS AND CONDITIONS**

1. The Bid is intended for transportation of Furnace Oil required for our units at Peroorkada and Akkulam from Mangalore and from Kochi.
2. This is a tender under two Bid system comprising of:
  - a. Technical Bid
  - b. Price Bid
3. The Technical Bid should be accompanied by Earnest Money Deposit (EMD) in the form of DD drawn in favour of M/s. HLL Lifecare Limited payable at Trivandrum for a sum of Rs.75,000/- failing which the Tender is likely to be summarily rejected. The EMD submitted will be converted to Security Deposit and will be released after the completion of contract period..
4. **SSI/MSE units interested in availing exemption from payment of EMD should submit a valid copy of their Udyog Adahar registration certificate.** But the Party has to provide Security deposit if Tender is awarded to them. Security deposit will be 5 % of the annual contract value including taxes subject to a maximum of Rs.2,00,000/-. The Security deposit after adjusting the EMD amount should be remitted within 15 days from the date of work order
5. 20% of annual procurement value will be sourced from Micro and Small Enterprises (MSE),out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs. In the event of failure of SC or ST entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
6. Start up units interested in availing exemption from payment of EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them.

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7. Both bids shall be submitted in sealed covers separately. Tender No shall be superscribed on the respective covers. The two separately marked bids (Technical & Price bid), should be submitted in a single sealed cover superscribing 'TENDER FOR TRANSPORTATION OF FURNACE OIL', complete in all respects.
8. HLL LIFECARE LIMITED shall not be responsible for postal delay, if any, in the delivery of the bidding documents or non-receipt of the same.
9. The last date of receipt of Bid and Date of opening of Technical bid is as per tender notice.
10. In the event of the date mentioned above being declared subsequently as holiday for the Purchaser's Office, the due date for submission and opening of bids will be following working day at the same time.
11. The Tenderer who does not meet the Minimum Eligibility Criteria - Technical bid shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened.
12. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of Price Bid will be intimated separately.
13. The tenders should be completed in all respects. Incomplete tenders are liable to be rejected.
14. Bids received after the deadline for submission shall not be considered.
15. The Bidder is expected to examine all instructions, forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of the bid.

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16. Those bidders who have participated in HLL Tender No.PUR/08/FO/TRANSPORTATION/2018 and got approved in the Technical bid shall not submit the Technical Bid of this Tender. They will be considered as technically qualified. BUT THEY HAVE TO SUBMIT THE FOLLOWING.
1. Declaration as per schedule H
  2. Filled Tender acceptance for as per schedule I
  3. Valid ISO Certificate (if available)
  4. Integrity Pact as per SCHEDULE-J
17. In the event of failure to deploy their own tankers, the contractor shall arrange transport at their risk and cost and arrange delivery to ensure uninterrupted production at the units.
18. In the event of failure to place trucks, as per requirement or failure to deliver the material as per schedule, HLL reserves the right to engage other vehicles for transportation and the additional expenses incurred will be recovered from the contractor - security deposit / bills.
19. The contractor shall have to ensure that the stock of furnace oil shall not fall below 35% of the total tank's capacity at PFT and 70% of the tank capacity for AFT (PFT – 120 MT & AFT – 20MT) on any day in the units for which sometimes part loads may have to be transported. The same shall be done in coordination with purchase department of the concerned unit.
20. The weighment will be done at HLL Weigh Bridge or at local weigh bridge in presence of HLL authorities. HLL will not pay any additional amount for the Kilometers run for weighment.
21. Jurisdiction of any dispute, suits & proceedings out of this tender shall be in the courts of TRIVANDRUM, KERALA.

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22. **PAYMENT TERMS:** - Payment will be made by RTGS/NEFT within 30 days after delivery of each load duly certified by competent authority.
23. This Tender is liable to be suspended or cancelled at any time at the discretion of the Unit Chief of the Peroorkada Factory, Thiruvananthapuram without assigning any reason.
24. The transporting contractor will be responsible for the collection, transportation and delivery of furnace oil to our respective factories for a period of two years from January 2019 to December 2020. The period may be extended at the discretion of HLL.
25. The price quoted by the tenderers will be valid for **two** years from January 2019 to December 2020 and extendable on mutual agreed terms.
26. The rates quoted shall be valid till the completion of the contract. No enhancement in rates shall be claimed or payable during the period of the contract except if there is any increase in diesel rate.  
The Formula to arrive at the revised rate whenever there is an increase/decrease in the rate of Diesel (by Rupees one or more)  
Current Rate of Diesel = A  
Increased/Decreased rate = B  
Difference = B – A  
% of Increase/Decrease rate =  $\frac{B - A}{A} \times 100 = X$   
A  
Rate increase/Decrease from current rate of 60% of X=Y%  
Increase/Decrease in Rate=Existing Rate x (1+Y%)  
**The reference rate of Diesel for this tender will be the retail rate as on opening date of the tender (the retail rate of Diesel at Thiruvananthapuram)**

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**27. SECURITY DEPOSIT: -**

- (i) The successful tenderer shall deposit by either DD or Bank Guarantee from a Nationalized Bank a sum equivalent to 5% of the annual contract value including taxes subject to a maximum of Rs.2,00,000/-, as Security Deposit after adjusting the value of EMD not later than 15 days from the date of issue of work Order. This Security Deposit will be returned without interest after the completion of contract period.
- (ii) This Security Deposit shall be forfeited if:-
- a) The transporter withdraws from the contract on award of work or fails to execute the transportation work in time as required by the Company.
- b) In case of any loss or damage caused to the Company or on breach of any of the terms and conditions of the contract. Any loss or damage caused to the Company shall be recovered from the Security Deposit and the decision of the company shall be final.

**28. INDEMNITY CLAUSE:-**

If the transporter fails to meet the terms of the Transportation Work Order the transporter shall and will indemnify the Company (HLL) against all losses or damages what so ever to be incurred or sustained including legal cost or expenses incurred by the Company by reasons of non-provision /non-performance against the terms and conditions given in the transportation Work Order/Agreement.

**29. RECOVERY FOR SHORTAGE**

If any shortage /adulteration in quality is found in the material transported to the units on weighment /inspection, while delivering the same to HLL **the cost of the quantity found short/inferior quality shall be recovered from the Transporters Bills.**

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**30. DISTRIBUTION OF TRANSPORTATION WORK TO MORE THAN ONE TENDERER:-**

The Company reserves the right to distribute the transportation work under this tender to one or more parties, in full or partially at its discretion to different transporters who agree to do the transportation work at the lowest rate accepted. However, the Company is not bound to accept the lowest rate.

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**SCHEDULE - E**

**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA  
TRANSPORTATION OF FURNACE OIL**

1(a)	Do you have required number of own and attached trucks?	Yes/No
(b)	If yes, have you attached the details of the Trucks as required in Clause (1) of Schedule B ?	Yes/No
2	Do you agree to provide Security Deposit for an amount equal to 5% of the annual contract value including taxes subject to a maximum of Rs.2,00,000/-by DD or Bank guarantee from a National /Scheduled Bank within 15 days of Commencement of contract, if contract is awarded?	Yes/No
3(a)	Have you undertaken contracts of Public Sector Undertaking for minimum 3 years period?	Yes/No
(b)	If yes, Have you attached the copies of the contracts/work orders with Technical Bid?	Yes/No
4	Have you attached the Declaration (as in SCHEDULE -H) along with this Bid?	Yes/No
5	Have you enclosed DD for Rs.75,000/- towards EMD along with Technical Bid?	Yes/No
6	Have you enclosed declaration as per schedule H	Yes/No
7	Do you hold PAN Card and have enclosed the copy?	Yes/No
8	Do you hold GST and have enclosed the copy?	Yes/No

All the information's provided herein are true and correct.

Place  
Date

NAME & SIGNATURE OF THE BIDDER

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED  
(भारत सरकार का उद्यम) (A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडा पी.ओ. PEROORKADA. P.O.,  
तिरुवनन्तपुरम -६९५००५ THIRUVANANTHAPURAM-695 005  
PHONE NO: 0471-2435013 / 2435325  
EMAIL: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com) / [materialsnt@gmail.com](mailto:materialsnt@gmail.com)  
GST No.32AAACH5598K2Z9

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**SCHEDULE – F**  
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**GENERAL INFORMATION OF THE VENDOR**

1. Name and address of the Tenderer :
  
  
  
  
  
  
  
  
  
  
2. (a) Type of Firm : Partnership/ Proprietary / Pvt. Ltd / Public Ltd.  
(b) PAN Card no. of the Tenderer : .....  
(c) GST Number of the Tenderer .....
  
3. a) No. of vehicles under your ownership.  
(Attach a statement of details : ..... Nos.  
of Truck No. /Ownership. Copy of RC to be enclosed)  
b) No. of vehicles attached with you.  
(Attach a statement of details : ..... Nos.  
of Truck No. /Ownership. Copy of RC to be enclosed)
- 4 Have you undertaken similar works for Public Sector Undertakings/  
Leading Private Companies during the last 3 years : Yes/No

(If Yes, furnish details :-

Name & Address of the Customer	Value of Business done during the previous years

Copies of the Contracts/Work Orders to be enclosed.

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5. Name & Address of your Banker, A/C no.& IFC Code :
6. The credit Limit provided to you by your Bank :  
(Copy of Certificate from the Bank duly attested  
to be enclosed).
7. Have you had Litigation/Arbitration in any commercial  
contract during last three years? : YES / NO  
if YES give details

**N.B.:-** The statements specified in Sl. No. 3, 4, 5 above must be signed & sealed  
stating that the details furnished are true/correct.

Place:  
Date:

**Name and Signature of the Tenderer**  
**(with Office Seal)**

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**SCHEDULE – G**  
**Page 1 of 2**

**QUESTIONNAIRE FOR VENDOR DEVELOPMENT**  
**(TO BE FILLED BY NEW VENDORS)**

**NAME OF PRODUCT/SERVICE:**

1. Name & Address of the Manufacturer /Service Provider:

- (a) Telephone No.
- (b) Fax No.
- (c) E-mail Address
- (d) Name of contact person
- (e) (i) Whether proprietary/partnership/  
Limited company.
- (ii) Furnish Name/'s, address,  
phone nos. of Proprietor/  
Managing partner/ M.D / Director's  
(Attach separate sheet)
- (a) Specify whether SSI / MSE unit
- (b) If Yes, pl specify if your unit is owned by :  
SC/ST entrepreneur

2) Details of tax registration :- :  
a) GST No.

3) Name & Address of your Banker(s)  
Account no. :  
Swift Code

4) Annual Turn over :

5) Do you have a Quality Control department. If yes, give the  
details of the facilities. :  
Yes/No

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**SCHEDULE – G**

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- 6) Do you have any accreditation :  
Yes/No  
(a)ISO 9001  
(b)Any National/International Laboratory/Authority  
Certification  
If 'Yes', give details along with a copy of certificate issued  
by them.
- 7) Do you have an environmental policy / ISO 14001 certification? :  
Yes / No  
If yes, please give the details.
- 8) Have you been assessed previously by HLL :  
Yes/No
- 9) List of customers  
a) Government Dept. / PSU's  
b) Private Sector

Place : **NAME AND SIGNATURE OF THE VENDOR**  
Date : (Office Seal)

This is to be filled up by **HLL LIFECARE LIMITED,**  
THIRUVANANTHAPURAM

Recommendation/Remarks of the committee

Committee Members:

- 1.Head of Quality Control/Head of Technical Services and Material Testing
- 2.Head of User Department
- 3.Head of Purchase Department

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**SCHEDULE – H**

**DECLARATION**

**I/We** confirm having read and understood all the transportation requirements, terms and conditions of the above tender (both expressed and implied) in full and the offer being submitted is as per the requirements given in this Bid and that I/We agree to abide by all without any deviation.

SIGNATURE:  
NAME & ADDRESS OF TRANSPORTER

(Seal of the Transporter)

Place:  
Date:

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**SCHEDULE-J**

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**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of November 2018,

**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 at .....represented 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.

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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.

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**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. 1 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:-

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.

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- 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.

1.2 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.

1.3 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

1.4 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

1.10 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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- 1.11 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.

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, t 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.

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**Clause .5. Consequences of Violation / Breach**

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% of the contract 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.

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- 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

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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

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- 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.

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**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**

**BIDDER**

Name:  
Designation:  
HLL Lifecare Limited,  
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1.....

2.....

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.

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TENDER NO. HLL/PFT/PUR/FOT/2019-20

DATED: 12.11.2018

SCHEDULE – I

**PRICE BID FOR THE TRANSPORTATION OF FURNACE OIL FROM  
MANGALORE & KOCHI TO HLL Lifecare Limited Units at Trivandrum  
(Peroorkada Factory & Akkulam Factory)- TENDER ACCEPTANCE FORM**

Full Name and address of the Tenderer :  
(With Contact Person name)

Telephone No. :

Mobile No: :

E-mail Address :

To

SR. MANAGER (PURCHASE)  
HLL LIFECARE LIMITED,  
Peroorkada P.O.,  
Trivandrum – 695 005.

Dear Sirs,

We, hereby offer to **Collect, Transport and Delivery** of Furnace Oil detailed in Schedule hereto or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule. We shall be bound by a communication of acceptance dispatched within the prescribed time.

We have understood the conditions mentioned in the invitation to tender and conditions of contract furnished by you and have thoroughly examined the specification quoted in the Tender form hereto and are fully aware of the nature of the stores required and our offer is to supply stores strictly in accordance with the requirement and the terms and conditions mentioned above and in this tender.

Place:

Date:

Signature

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TENDER NO. HLL/PFT/PUR/FOT/2019-20

DATED: 12.11.2018

SCHEDULE – II

PRICE BID

RATE SCHEDULE FOR THE COLLECTION, TRANSPORTATION & DELIVERY  
OF FURNACE OIL FROM MANGALORE TO PEROORKADA FACTORY,  
TRIVANDRUM.

Quantity: 1000 MT FOR TWO YEARS

PRICE PARTICULARS	RATE / MT in Rs.
TRANSPORTATION CHARGES / MT	
ST	
OTHERS	
TOTAL DELIVERED RATE AT HLL STORES, PEROORKADA, TRIVANDRUM	

MINIMUM TIME REQUIRED TO START THE }  
SUPPLY AFTER RECEIPT OF LETTER OF }  
INDENT/WORK ORDER }

VALIDITY : From January 2019 to December 2020

Place:

Date:

Signature

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**DATED: 12.11.2018**

**SCHEDULE – III**

**PRICE BID**

**RATE SCHEDULE FOR THE COLLECTION, TRANSPORTATION & DELIVERY  
OF FURNACE OIL FROM KOCHI TO PEROORKADA FACTORY,  
TRIVANDRUM.**

**Quantity: 1000 MT FOR TWO YEARS**

PRICE PARTICULARS	RATE / MT in Rs.
TRANSPORTATION CHARGES / MT	
GST	
OTHERS	
TOTAL DELIVERED RATE AT HLL STORES, PEROORKADA, TRIVANDRUM	

MINIMUM TIME REQUIRED TO START THE }  
SUPPLY AFTER RECEIPT OF LETTER OF }  
INDENT/WORK ORDER }

VALIDITY : From January 2019 to December 2020

Place:

Date :

Signature

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DATED: 12.11.2018

SCHEDULE – IV

PRICE BID

RATE SCHEDULE FOR THE COLLECTION, TRANSPORTATION & DELIVERY  
OF FURNACE OIL FROM MANGALORE TO AKKULAM FACTORY,  
TRIVANDRUM.

Quantity: 1000 MT FOR TWO YEARS

PRICE PARTICULARS	RATE / MT in Rs.
TRANSPORTATION CHARGES / MT	
GST	
OTHERS	
TOTAL DELIVERED RATE AT HLL STORES, AKKULAM, TRIVANDRUM	

MINIMUM TIME REQUIRED TO START THE }  
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INDENT/WORK ORDER }

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Place:

Date:

Signature

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**SCHEDULE – V**

**PRICE BID**

**RATE SCHEDULE FOR THE COLLECTION, TRANSPORTATION & DELIVERY  
OF FURNACE OIL FROM KOCHI TO AKKULAM FACTORY, TRIVANDRUM.**

**Quantity: 1000 MT FOR TWO YEARS**

PRICE PARTICULARS	RATE / MT in Rs.
TRANSPORTATION CHARGES / MT	
GST	
OTHERS	
TOTAL DELIVERED RATE AT HLL STORES, AKKULAM TRIVANDRUM	

MINIMUM TIME REQUIRED TO START THE }  
SUPPLY AFTER RECEIPT OF LETTER OF }  
INDENT/WORK ORDER }

VALIDITY : From January 2019 to December 2020

Place:

Date:

Signature