

Tender Document for Supply of Pharmaceutical/Surgical Products to HLL's retail outlets/ CFA's across India under rate contract for one year

Tender No: HLL/SD/RBD/2017-18/TENDER/14 dated 12.01.2018



HLL Lifecare Limited

(A Govt. of India Enterprise)

**HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India**

Tel: +0471 2354949, 2350959, 2353932, 2350961, 2356352.

Website – www.lifecarehll.com

CIN: U25193KL1966GOI002621

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
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TENDER NO.	:	HLL/SD/RBD/2017-18/TENDER/14
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	12.01.2018, 10.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	06.02.2018. 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	06.02.2018, 14:30 HRS
TIME AND DATE OF OPENING OF BIDS	:	06.02.2018, 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 Email – sdrbdsouth@lifecarehll.com vgpillai@lifecarehll.com .

ABSTRACT

SECTION No.	DESCRIPTION	PAGE No.
SECTION I	INVITATION FOR BID	04 -06
ANNEXURE I	PRICE DETAILS	07
SECTION II	INSTRUCTION TO BIDDERS (ITB)	08 - 19
SECTION III	GENERAL CONDITIONS OF CONTRACT (GCC)	20 - 27
SECTION IV	QUALIFICATION CRITERIA	28
SECTION V	BID FORM	29
SECTION VI	SELF DECLARATION	30
SECTION VII	PRICE SCHEDULE	31
SECTION VIII	UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT GOODS	35
SECTION IX	EMD BANK GUARANTEE FORMAT	33
SECTION X	LIST OF QUOTED ITEMS	34
SECTION XI	CHECKLIST	35
SECTION XII	INTEGRITY PACT	36-41

SECTION I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

TENDER No: HLL/SD/RBD/2017-18/TENDER/14 dated 12.01.2018

HLL LIFECARE LIMITED (HLL) a 'Mini Ratna' public sector enterprise under the Ministry of Health & Family Welfare, Govt. of India, invites Bids from interested parties under the two-bid system (Technical and Financial) for **the Supply of Pharmaceutical/Surgical Products to HLL's retail outlets/ CFA's across India under rate contract for one year**

Date Of Commencement Of Sale Of Tender Document	12.01.2018, 10.00 HRS
Last Date For Sale Of Tender Document	06.02.2018, 14.30 HRS
Last Date And Time For Receipt Of Bids	06.02.2018 (14:30 Hrs.) (at the office of the Senior Manager (Sourcing), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram): Any bid received after the bid submission deadline prescribed in the tender, will be rejected
Date And Time Of Opening Of Technical Bids	06.02.2018 (15:00 Hrs.)
Place of opening of Technical bids	HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India
List of Products	Refer Annexure 1
Date, time and place of opening of Price bid of qualified vendors	Will be informed later
EMD	Rs 25,000/-
Address for Communication	Senior Manager (Sourcing) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2353932, 2350961, 2356352. Email –sdrbdsouth@lifecarehll.com Website – www.lifecarehll.com

1. The Tender Documents can be downloaded from our Website www.lifecarehll.com
2. A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 11.00 Hrs to 15.30 Hrs on any working day on submission of a written application to the above office. The interested bidders may also download a complete copy of bidding document from the website and participate in the bidding provided such downloaded bidding document is accompanied with a demand draft.
3. Interested eligible bidders may submit their bidding documents at the office of the SENIOR MANAGER (Sourcing), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +0471 2354949, 2350959, 2353932, 2350961, 2356352. Website – www.lifecarehll.com.
4. All bids must be accompanied by the items/documents specified herein and must be delivered to the SENIOR MANAGER (SOURCING)'s Office on or before 06.02.2018 14.30 HRS. The bids (Technical Bids) will be opened on 06.02.2018, 15.00 HRS, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is 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.

5. Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
6. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) or appropriate agency / authority shall be exempted from payment of Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit).

For further information if any, please feel free to contact the undersigned on E-mail: sdrbdsouth@lifecarehll.com. Tel: +0471 2354949, 2350959, 2353932, 2350961, 2356352. Website – www.lifecarehll.com

Senior Manager (Sourcing)

Annexure-I

Product Details

The list is enclosed as Annexure 1

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

A.INTRODUCTION

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 moulding 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.

1. Scope of Work and Eligible Bidders

- 1.1 Primary manufacturers and/or *their authorized distributors* are eligible to participate in this tender.
- 1.2 Bidder should have valid GMP Certificate under Schedule 'M' of Drugs & Cosmetic Act on the date of bid opening from the concerned licensing Authority. In case of the distributors they have to produce the same from the principal.
- 1.3 Delivery should be on free delivery on Door Delivery basis to various HLL's retail outlets/CFA's across India
- 1.4 The average annual turnover of the bidder in the last three financial years (2014-15, 2015-16, 2016-17) shall not be less than Rs.2 crores. A turn over certificate to this effect duly certified by a chartered accountant is to be submitted along with the tender
- 1.5 The tenderer should have a market standing for the last Two year. Documentary proof for the same in the form of supply orders from any Central/State Government Departments or Central/State PSU's or local bodies or reputed Private Institutions is to be submitted along with the tender
- 1.6 HLL reserves the right to accept or summarily reject bids from bidders based on their past performance in the supplies made to HLL, without assigning any reasons whatsoever.
- 1.7 Recent Self attested Non Conviction certificate shall be enclosed along with the technical bid.
- 1.8 The bid will be summarily rejected in case any or all of the following:
 1. The bid with conditional and ambiguous clauses.
 2. The bid without EMD
 3. Subject to ITB Clause 21

2. Ethical Standard

2.1 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:

- (i) 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
- (ii) 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;

3. Product Details

Bidders are requested to quote either molecule wise (Generic), Branded Generic or Branded. Details of products required are attached as Annexure 1. Bidders can offer rate for other products manufactured by them in addition to products listed under Annexure 1.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Contents of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

- a. Instruction to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Qualification criteria
- d. Bid Form
- e. Self-Declaration
- f. Price Schedule
- g. Undertaking
- h. List of Quoted Products
- i. Check List

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 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. Written 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 tender.

6.2 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.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 7.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids
- 7.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

C. PREPARATION OF BIDS

8. Language of Bid

- 8.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

9. Documents Comprising the Bid

- 9.1 For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- 9.2 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

10. Documents with Technical bid and Financial bid

Following documents and forms are to be included in the technical bid and Financial bid respectively.

The technical bid (Cover A) shall consist of the following.

- a) Earnest Money Deposit (EMD) in the form of bank Guarantee or DD for Rs 25,000 (Rupees Twenty Five Thousand Only) payable to HLL Lifecare Limited, Thiruvananthapuram from a nationalized /Scheduled bank. For Bank guarantee the validity should be 210 days from the date of opening of technical bid

A. For manufacturer

The following documents are to be submitted.

1. Bid form as per Section V
2. Valid manufacturing license (Self–attested Copy)
3. Copy of Schedule M GMP certificate under Schedule ‘M’ of Drugs & Cosmetic Act from the concerned licensing Authority.

4. Self-attested copy of PAN Card
5. Copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
6. GST Registration certificate (Self-attested Copy)
7. List of all quoted products to HLL as per the format attached as Section – X.
8. Section-VIII - Under taking letter for replacement of complaint/defective goods
9. Documentary proof establishing market standing for last two year in the form of supply orders from any Central/State Government Departments or Central/State PSU's or local bodies or reputed Private Institutions
10. Documentary proof for establishing the average annual turnover of the tenderer in the last three years (2014-15, 2015-16, 2016-17) is not less than Rs.2 crores duly certified by a chartered accountant
11. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
12. DD for EMD.
13. Copy of Recent Non conviction certificate.
14. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
15. Duly filled checklist as per section XI
16. In case of Imported products, copy of Import license and relevant documents.

B. For Distributor/Importer/Marketer

The following documents are to be submitted.

1. Bid form as per Section- V
2. Copy of Valid drug license (Self-attested Copy).
3. In case of distributors quoting the tender, along with their certificate of registration details, place of registration, principal place of business; they would also be furnishing duly attested copy of factory license of the principal manufacturer's and other relevant documents.
4. Copy of Schedule M GMP certificate under Schedule 'M' of Drugs & Cosmetic Act from the concerned licensing Authority.
5. Copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
6. GST registration certificate (Self-attested Copy)
7. Self-attested Copy of PAN Card
8. List of all quoted products to HLL as per the format attached as Section-X
9. Section-VIII Under taking letter for replacement of complaint/defective goods
10. Authorization letter from manufacturer (Self-attested Copy).
11. Documentary proof for establishing market standing for last two years (2015-16, 2016-17) in the form of supply orders from any Central/State Government Departments or Central / State PSU's or local bodies or reputed Private Institutions. (from the manufacturer in case of Distributor)
12. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not be less than Rs.2 crores certified by a chartered accountant.

13. Copy of Last Two years P & L account and balance sheet duly certified by a Chartered Accountant of the authorized distributor along with the principal manufacturer.
14. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
15. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
16. DD for EMD.
17. Duly filled checklist as per section XI
18. In case of Imported products, copy of Import license and relevant documents.
19. Copy of Recent Non conviction certificate.

11. FINANCIAL BID

The Price Bid must be prepared in accordance with the instructions specified below:

- a) The Price must be quoted in accordance with Section VII attached.
- b) The Price total must include all costs associated with Door Delivery basis to various HLL's retail outlets/CFA's across India

12. Bid Form / EMD

12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

12.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

Sl No:	Description	Bid security Amount	Validity
1	EMD	Rs 25000	For 210 days from the date of bid opening of technical bid.

12.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 12.8.

12.4 The bid security shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section –IX or another form acceptable to the Purchaser. The Validity should be 210 months from the date of opening of Technical Bid.
- (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

12.5 Any bid not secured in accordance with ITB Clauses 12.1 and 12.2 will be rejected by the Purchaser as non-responsive.

12.6 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

12.7 The bid security may be forfeited: -

- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 24.2
- (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 30

13. Bid Prices

13.1 The Bidder shall indicate in the Price Schedule the unit prices of the goods it proposes to supply under the Contract.

13.2 The Products as per Annexure 1 are based on the molecules/composition required by HLL. Manufacturers/Distributors are to submit separate price bids as per Section for their equivalent branded product, Branded Generic and Generic. In the case of Branded or Branded Generic products being quoted the brand name may be specified additionally in the relevant column in price bid.

14. Bid Currencies

14.1 Prices shall be quoted in Indian Rupees.

15. Period of Validity of Bids

15.1 Bids shall remain valid for 180 days months from the date of Technical opening prescribed by the Purchaser, pursuant to ITB Clause 21. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

15.2 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 ITB clause 18 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.

15.3 In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

15.4 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.

16. Format and Signing of Bid

16.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

16.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

17. Sealing and Marking of bids

17.1 Separate bids shall be submitted for Financial bid and Technical bid.

The bidders shall seal Technical bid and Financial bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

17.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**Senior Manager (Sourcing),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (TENDER) number, and a statement: "DO NOT OPEN BEFORE" -----"
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" or if the invitation of bids (TENDER) is cancelled.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected

18 Deadline for Submission of Bids

- 18.1 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
- 18.2 Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 18.3 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. LATE BIDS

- 19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

20. 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.

- 20.1. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 20.2. 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.
- 20.3. 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.
- 20.4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
- 20.5. 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.
- 20.6. 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.

- 20.7. 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.
- 20.8. 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.

E. BID OPENING AND EVALUATION

21. Opening of Bids by Purchaser

- 21.1 The Purchaser will open all Technical bids, in the presence of bidder's representatives who choose to attend, on 06.02.2018 at the following location:

**HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- 21.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 21.3 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 19.
- 21.4 The Purchaser will prepare minutes of the bid opening
- 21.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bid" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 21.6 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. If deemed appropriate, Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation, if conducted. The Financial bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the goods. Samples shall be provided during on site evaluation / as per request from purchaser. The short listed bidders will be informed about the time, date and venue of the Financial bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

22. CLARIFICATION OF BIDS

- 22.1 During evaluation of bids, 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 prices or substance of the bid shall be sought, offered or permitted.

23. PRELIMINARY EXAMINATION

- 23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

23.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

23.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24. EVALUATION AND COMPARISON OF BIDS

24.1 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each item.

25. CONTACTING THE PURCHASER

25.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

25.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidder's bid.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. AWARD CRITERIA

27.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs.

28. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

28.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

29. NOTIFICATION OF AWARD

29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

29.2 The notification of award will constitute the formation of the contract

30. Signing of Contract

30.1. 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.

30.2. Not more than Twenty One (21) 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.

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 EMD amount as damages to HLL.

31. PAYMENT TERMS

- 31.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, on Door Delivery basis to various HLL's retail outlets/CFA's across India
- 31.2 Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse at HLL Lifecare Limited, anywhere in India.
- 31.3 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

32 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 suppliers.

33 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.

34 Risk purchase

If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

35 Inspection

HLL may demand the supplier to 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

36 Shelf Life

The supplies of all products should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date with minimum 2/3rd of the shelf life remaining. Products to be supplied should be of standard quality/quantity as per IP/BP/USP/NFI or equivalent specification and must be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

37 Recall

- 37.1 The products must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality or adverse reactions of the product to the user. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality or withdraw and give a full refund.
- 37.2 In case of sample testing failure at third party lab/Purchaser's lab or quality related market complaints, the supplier shall take sole responsibility and shall replace the entire batch free of cost.
- 37.3 Supplier must compensate and take back non-moving / near expiry goods from HLL stores and replace if demanded by HLL.

38 Indemnity

The supplier agrees to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, legal issues etc. arising out of supply of drugs and consumption thereof by ultimate consumers of HLL.

39 Short supply

If any shortages in sealed boxes received by HLL are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its contracted value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent contracted value corresponding to quantity found short.

40 Flexibility of prices

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

41 License And Permits

The Supplier 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.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

42 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.

SECTION III

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No
1.	DEFINITIONS	22
2.	APPLICATION	22
3.	STANDARDS	22
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	22
5.	PATENT RIGHTS	22
6.	INSPECTION AND TESTS	23
7.	PACKING	23
8.	DELAY IN DELIVERY OF GOODS	23
9.	INSURANCE	24
10.	SUPPLIERS RESPONSIBILITIES	24
11.	PAYMENT	25
12.	PRICES	25
13.	CHANGE ORDERS	25
14.	CONTRACT AMENDMENTS	25
15.	ASSIGNMENT	25
16.	LIQUIDATED DAMAGES	25
17.	TERMINATION BY DEFAULT	25
18.	FORCE MAJEURE	26
19.	TERMINATION FOR INSOLVENCY	26
20.	RESOLUTION OF DISPUTES	26
21.	JURISDICTION OF COURTS	26
22.	GOVERNING LANGUAGE	26
23.	APPLICABLE LAW	26
24.	NOTICES	26
25.	TAXES AND DUTIES	27
26.	EMPANELMENT	27

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in purchase order and accepted by the Purchaser.

2. APPLICATION

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

- 5.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

6. INSPECTION AND TESTS

- 6.1 The following inspection procedures and tests are required by the Purchaser; The supplier shall get goods inspected in manufacturer's works and submit a test certificate that the product conforms to laid down specifications.
- 6.2 The Purchaser or its representative shall have the right to inspect the goods for their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the goods on receipt at destination.
- 6.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to replace the defective goods at his own cost to the satisfaction of the Purchaser.

7. PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, and in any subsequent instructions ordered by the Purchaser

8. DELAY IN DELIVERY OF GOODS

- 8.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.
- 8.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.
- 8.3 If the Supplier fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order.
- 8.4 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the penalty. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the

purchaser on this account shall be indemnified by the supplier.

9. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike

10 Suppliers Responsibilities

- 10.1. The Supplier 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.
- 10.2. The Supplier 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.
- 10.3. The Supplier 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.
In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.
- 10.4. If for any reason beyond the control of the Supplier, there arises a need to replace any personnel, the Supplier shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
- 10.5. The Supplier/Supplier's representative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchase orders.
- 10.6. The Supplier has to abide by delivery schedule strictly. H.L.L reserves the right to impose the penalty @ 0.50 % per week of delay.
- 10.7. 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.
- 10.8. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The bidder shall indemnify and hold harmless HLL, its affiliates and all directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, actions, fines, penalties, proceedings, cost and expenses including counsel's fee of whatever kind or nature arising or resulting in any way connected with the product or arising from the bidders's failure to comply with the obligations of the contract or comply with applicable laws. The bidder shall provide and employ only such personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.
- 10.9. Any product related cases shall be handled and connected expenses therewith shall be borne by the bidder only.
- 10.10. In case of sample testing failure at third party lab/HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost with fresh lot.
- 10.11. Suppliers must ensure that the invoices raised against the purchase orders are included in their GST returns filing within the stipulated time period. Payment towards GST amount is subject to the submission of relevant proof regarding inclusion of supplier's invoice raised on HLL being included in the suppliers GST returns filing within the stipulated time.

11. PAYMENT

- 11.1 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 11.2 Payment for Goods and Services shall be made in currency of bid as follows:
- No advance payment is payable.
 - Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse as mentioned in the Notification of Award.

12. PRICES

- 12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

13. CHANGE ORDERS

- 13.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- the method of shipping or packing
 - the place of delivery; or
 - the services to be provided by the Supplier.
- 13.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

14. CONTRACT AMENDMENTS

- 14.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

- 15.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

16. LIQUIDATED DAMAGES

As Detailed in GCC Clause 8.

17. TERMINATION BY DEFAULT

- 17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
 - if the Supplier fails to perform any other obligation(s) under the contract.
- 17.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

18. FORCE MAJEURE

- 18.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

19. TERMINATION FOR INSOLVENCY

- 19.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20. RESOLUTION OF DISPUTES

- 20.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a sole arbitrator for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- 20.3 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
- 20.4 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

21. JURISDICTION OF COURTS

Subject to arbitration mentioned in Clause 20.3 above, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

22. GOVERNING LANGUAGE

- 22.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

23. APPLICABLE LAW

- 23.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

24. NOTICES

- 24.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.
- 24.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

25. TAXES AND DUTIES

- 25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

26 Empanelment

Bidders who are qualified in the Technical evaluation and onsite facility audit will be empanelled for the quoted items for their future requirements of HLL.

SECTION IV

QUALIFICATION CRITERIA

- a) Bidder should have valid manufacturing license and GMP Certificate under Schedule 'M' of Drugs & Cosmetic Act, 1940 on the date of bid opening from the concerned licensing Authority. In case of the distributors they have to produce the same from the principal
- b) The average annual turnover of the bidder in the last three financial years shall not be less than Rs.2 crores. A turn over certificate to this effect duly certified by a chartered accountant is to be submitted along with the tender
- c) The tenderer should have a market standing for the last Two year. Documentary proof for the same in the form of supply orders from any Central/State Government Departments or Central/State PSU's or local bodies or reputed Private Institutions is to be submitted along with the tender

SECTION V

BID FORM

TENDER No. HLL/SD/RBD/2017-18/TENDER/14

Date:

To:

**Senior Manager (Sourcing),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir,

Sub: Our offer against tender No: HLL/SD/RBD/2017-18/TENDER/14

Having examined the Tender Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **Supply of Pharmaceutical/Surgical Products** in full conformity with the Tender Documents for the total amount against the product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavor to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, list of deviations, and Attachments through [specify: the number of attachments] to this Bid Form, up to Two Years from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Supply of Pharmaceutical/Surgical Products** and all other related activities.

We have given details of deviations and exclusions (clause wise) taken with reference to tender documents provisions, along with justification for the services not covered in our offer.

We agree to all terms and conditions of the tender enquiry document.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. Until the 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.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

SECTION VI
SELF-DECLARATION

To,

**Senior Manager (Sourcing),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government or Government of India / Drugs Controller, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against this Tender.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

Date:

Signature:

Place:

Name:

Designation:

Seal:

SECTION VII

PRICE SCHEDULE

SL NO	COMPOSITION	BRAND NAME, if any	MANUFACTURER NAME	PACKING MODE	UOM	GST%	Unit Rate offered to HLL(Rs) inclusive of tax (A)	MRP (incl. tax) (RS) (B)	HSN CODE	% Discount from MRP (B-A)/B*100

Price in INR

* For evaluation the final price will be rounded off to two decimals.

- Bidders are requested to provide a soft copy (excel format) of the price schedule in a CD along with Price bid envelop. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered for evaluation.
- Please indicate the price both in figures as well as in words.

Signature and Seal of the Bidder.....

SECTION VIII

UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS

To,

Senior Manager (SOURCING)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby assure you, that the products supplied by us will meet all the quality and safety standards and even if any market complaint arises, we (name-----) take the responsibility to call back the complaint batches and replace and deliver the replaced stocks to HLL ware house / retail outlets free of cost within 45 days.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

SECTION-IX

EMD BANK GURANTEE FORMAT

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (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 or

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, 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)

SECTION-X
LIST OF QUOTED PRODUCT

SI No	SI. No. as per Tender	Name of Items	UOM	Quoted / Not Quoted
1				
2				
3				

*Bidders can offer rate for other products manufactured by them in additional to products listed under Annexure 1.

Signature and Seal of the Bidder.....

SECTION-XI
CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
3	EMD in the form of BG/DD			
4	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
5	Copy of Schedule M GMP certificate for products manufactured in India			
6	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
7	Copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
8	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
9	Copy of import license (Applicable for importers).			
10	Documentary proof establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authority			
11	Turnover certificate for the last three financial years duly certified by a chartered accountant.			
12	Submit copy of Recent Non conviction certificate			
13	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
14	Authorization letter from manufacturer (Self–attested Copy).			
15	Organization Structure and Profile of Senior personnel and man power details of the company			
16	Section V: Bid Form			
17	Section VI: Self Declaration			
18	Section VIII: Under taking letter for replacement of complaint/defective goods			
19	Section X: List of Items Quoted			
20	Duly filled pre contract integrity pact as per section XII			
21	Copy of PAN Card & GSTN details			

SECTION-XII

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----^t 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

----- India represented by Shri -----
(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. 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

2. 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 integrator / manufacture /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.
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
 - 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.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 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

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.