



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
**KANAGALA**

BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE  
PH.NO: **08333-279239, 279244, 279207**  
FAX: **08333-279245**  
Website: [www.lifecarehll.com](http://www.lifecarehll.com)

**TENDER No. HL:BG:PS:SNP:TN:DIST: 2017-18**  
**DT. 03.07.2017**

**TENDER DOCUMENT**

**FOR**

**PROVIDING DISTRIBUTION SERVICE IN**  
**TAMIL NADU STATE**

Last date and time for Receipt of Technical Bid  
& Price Bid

**: 22.07.2017 up to 17.15 Hrs.**

Date and time of opening of Technical Bid

**: 24.07.2017 at 10:30 Hrs.**

Date and time of opening of Price Bid

**: WILL BE INTIMATED LATER**

**TENDER No. HL: BG: PS: SNP: TN: DIST: 2017-18 DT. 03.07.2017**



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## **Notice Inviting Tender**

**HLL Lifecare Limited** (HLL) is a '**Mini Ratna**' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Pharmaceutical Products through its newly formed Women Healthcare Division. HLL invites Bids from interested parties **for providing services etc.**

The scope of service and terms & conditions etc. are given in Tender documents. The same can be had from our Office on any working day between 11:00 AM to 3:30 PM by paying Rs.500/- by Cash / DD (inclusive of ST) drawn in favour of HLL Lifecare Limited, payable at State Bank of India, NIPANI - 591 237. Further, Tender documents can also be downloaded from our website **[www.lifecarehll.com](http://www.lifecarehll.com)**. However cost of Tender documents i.e. Rs. 500 /- by D.D. shall be submitted with the Technical Bid.

Last date for Receipt of Technical & Price Bid	22.07.2017 (17.15 Hrs.)
Opening of Technical Bids	24.07.2017 (10:30 Hrs.)
Opening of Price Bids of qualified Bidder	WILL BE INTIMATED LATER
*EMD amount to be deposited	Rs. Two Lakh

- **A Demand Draft / Bank Guarantee from Nationalized Bank / at par Cheque towards Earnest Money Deposit, drawn in favour of "HLL Lifecare Ltd." and payable at Nipani – 591 237 shall be enclosed with Technical Bid failing which the Tender will be summarily rejected.**  
Exemption: SSI units / bidders who are currently registered and also will continue to remain registered during the tender validity period with DIC or NSIC for the specific goods as per the enquiry / tender document shall be eligible for exemption from payment of EMD on submission of valid copy of their registration certificate duly renewed along with the quotation / offer

We request you to submit your sealed Technical & Financial bids for the work.

In case you need any further information, please feel free to contact the undersigned on E-mail: [sanitarynapkin@lifecarehll.com](mailto:sanitarynapkin@lifecarehll.com)

Ph. No: 08333-279543.

**EXECUTIVE DIRECTOR (OPERATIONS)**



## **BID DATA SHEET**

<b>Address for Submission of Bids</b>	<b>EXECUTIVE DIRECTOR (OPERATIONS)</b> HLL Lifecare Limited (A Govt. of India Enterprise) Kanagala – 591 225 Belgaum Dist. Karnataka Tel: 08333 – 279239 / 44
Bid validity	Two year from the date of opening the Financial bid.
No. Of copies	No. Of copies: 1 original
Dead line for submission of Technical & Price Bids	<b>Date: 22.07.2017, Time: 17.15 Hrs.</b>
Date of opening of Technical Bid	<b>Date: 24.07.2017, Time: 10.30 Hrs.</b>
Date of opening of Price Bid	<b>WILL BE INTIMATED LATER</b>

### **COMPANY BACKGROUND**

**HLL Lifecare Limited (formerly Hindustan Latex Limited)** (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. Our Corporate head office is at Thiruvananthapuram, Kerala. We have two production facilities in Thiruvananthapuram and one each at Kanagala, Belgaum, Karnataka & Indore M.P., distribution & Consultancy Office at Noida, Manufacturing facility at CSEZ and Marketing Offices around the Country.

HLL has developed an impressive production infrastructure for a range of Contraceptives and Health Care Products. We are also planning to venture into new and challenging frontiers in the area of Health Care such as Vaccines, R&D, Hospitals and Pharmaceuticals. The total employees strength of HLL is around 5000.

**To address the health issues among the needy citizens of the country, HLL is being mandated for supply of sanitary napkins to various places of Tamil Nadu state.**

**HLL would like to use the services of experienced professionals and competent agencies who can provide comprehensive logistics and distribution services on rate contract basis for a period of TWO YEARS.**

**ELIGIBILITY CRITERIA FOR BIDDERS**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents to be submitted</b>
<b>a.</b>	<b>The party should be operating from Tamil Nadu and have No-conviction certificate for last 1 year</b>	<b>Self declaration</b>
<b>b.</b>	<b>The party should have warehousing and distribution experience during the last 3 years</b>	<b>-do-</b>
<b>c.</b>	<b>Bidders should submit Rs. 2,00,000/- in the form of D.D. towards Earnest Money Deposit</b>	<b>DD shall be enclosed along with Technical Bid</b>



## SCOPE OF WORK

The scope of work is as follows.

- a. Redistribution of stocks sent from the taluks to various schools.
- b. Collection of Stock Entry Certificates (SEC) / Relevant documents from the consignees and submitting them.
- c. Submission of Invoices to concerned authority of State Govt. by attaching Stock Entry Certificates/relevant documents etc.
- d. Co-ordination with the tax authorities for filing the tax returns and clearance of trucks any withheld at tax check posts.
- e. Intimation regarding shortage and damage if any, in the consignment received by consignee.
- f. Collection of payment and depositing to our account.
- g. Any other related work pertaining to distribution of Sanitary Napkins.

### GENERAL INSTRUCTIONS TO BIDDERS

#### **1. Ethical Standard**

1.1. Bidders are expected to observe the highest standard of ethics during the distribution 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 any thing of value to influence the action in the



distribution process or in Contract execution; and

- II. Fraudulent practice: means a misrepresentation of facts in order to influence distribution process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

## **2. Cost of Bidding**

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

## **3. Clarification of Bidding Documents**

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Service receiver in writing, or by fax at the Service receivers mailing address indicated in the Invitation for Bids. The Service receiver will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Service receiver.
- b) During the bid evaluation, the Service receiver may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## **4. Amendment of bidding documents**

- a) At any time prior to the deadline for submission of bids, the Service receiver may, for any reason, modify the Bidding Documents by amendment in company website only.
- b) The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

## **Preparation of Bids**

## **5. Language of Bid**



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

## 6. Documents Accompanying the Bid

The Response to mandatory requirements shall consist of:

- a. A forwarding letter indicating the submission of separate sealed Price and Financial bids. An authorized person holding the Power of Attorney should sign the letter.
  - b. Power of Attorney in original or duly notarized.
  - c. Signed copy of Tender Document (all pages to be signed & stamped)
  - d. List of Deviations / exclusions
  - e. Organization structure of the Bidder & escalation mechanism.
  - f. Proof of execution of orders of similar products (copies of executed orders may be enclosed)
7. 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.
8. 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.

## 9. Financial Bid

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

- a) **The Price must be quoted in accordance with format attached.**
- b) **The Price must include all costs associated with the execution of the contract including taxes,**
- c) **Period of Validity of Bid**





Bid shall remain valid up to Two year from the date of opening the financial bid.

### **Submission of Bids**

#### **10. Sealing and Marking of Bids**

- a) The Bidder shall prepare and seal in **envelope** super scribing the following for:
- **Technical Bid for Providing Distribution service in Tamil Nadu state**
  - **Financial Bid for Providing Distribution service in Tamil Nadu state**

All the documents shall be sealed in an **outer envelope**, duly marking the envelope as **HL:BG:PS:SNP:TN:DIST:2017-18 date: 03.07.2017.**

- i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and
- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. .... (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

#### **11. Deadline for Submission of Bids**

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. 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.



## **12. Late Bids**

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

## **13. 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.

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

13.2 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.

13.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall 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.

13.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

14. In the event of the date specified for bid receipt and opening being declared as a closed holiday for Service receiver's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

15. The Service receiver may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Service receiver and Bidder previously subject



to the deadline will thereafter be subject to the deadline as extended, in our website.

Service receiver will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

The company 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.

## **Bid Opening and Evaluation**

### **16. Opening of Bids by HLL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).

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

### **17. Preliminary Examination of Bids**

17.1 HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**Price Bid of a particular Bidder would be considered for opening Only if their Technical Bid is qualified.**

17.2 Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.

17.3 HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.



## 18 Clarifications on Bids

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## 19 Contacting HLL

- 19.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- 19.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

## 20 HLL's Right to Accept or reject any or all Bids

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

## 21 Notification of Award

- 21.1 Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

## 22 Engaging of Contract

- 22.1 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 Bidding Documents, incorporating all agreements between the parties.
- 22.2 **Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 100/-, sign, 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 also be liable to pay damages to HLL.

**23. Assistance by HLL**

- a. Details of consignments will be provided by HLL.
- b. Three sets of Invoices will be sent immediately after dispatch.
- c. Goods will be dispatched by HLL.

**24. Validity**

The period of contract will be valid for Two year.

**25. Payment Terms**

Payment will be made after receipt of our payment from the concerned Department of respective state Govt. Subject to statutory deduction, penalty if any.

**26. Security Deposit**

The party should deposit Rs. 2,00,000/- towards Security Deposit. HLL will return the same within 90 days from the date of expiry or from the date of termination of the order subject to fulfilling the scope of work.

**27. Penalty**

Penalty at prevailing Bank rate will be charged on delayed payment, if the amount is not collected from concerned authority within 90 days of submission of invoices with Test Report, POD etc.

**28. Governing Law**

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

**29. Jurisdiction**

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

**30. Termination**

Either party shall be entitled to terminate the order by giving 60 days notice in writing, in advance.

**31. Indemnity**

The party will be held responsible to HLL for all acts of commission or omission of whatsoever nature committed by it or its employees in the



course of their duties of otherwise under the order period and should indemnify HLL against all loss or damages suffered consequent there to.

### **32. Arbitration**

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

### **33. Limitation to Agent Authority**

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

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

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



## SPECIFIC TERMS & CONDITIONS OF CONTRACTS

1. The bid shall be submitted in sealed cover. Tender No. shall be superscripted on the cover in order to clearly identify the bid. The sealed cover addressed to The Executive Director (Operation), HLL Lifecare Ltd., KANAGALA - 591225, DIST BELGAUM, should reach us on or before the due date and time mentioned in the tender notification. HLL Lifecare shall not be responsible for postal delay if any, in the delivery of the bidding document or non-receipt of the same.
2. In the event of the date mentioned for opening of Bid being declared subsequently as holiday for HLL Lifecare Ltd., Kanagala the due date for submission and opening of bids will be the following working day and time.
3. Bids received after the deadline for the submission may not be considered.
4. Un-sealed tenders received are liable to be rejected and this will be on sole risk of tenderers.
5. The bidder is expected to examine all instructions, forms, terms and conditions given in the document.
6. The tender should be complete in all respects & incomplete tenders are liable to be rejected.
7. THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH L1 PARTY
8. In the event of placing orders as per requirement: -
  - i) The party has to execute an agreement in the prescribed form in Govt. Stamp Paper as required by rule in force from time to time, and deposit **Rs. 2,00,000/-** towards **Security deposit**.
  - ii) The agency have to enter into a contract for two year during which period no price escalation and no change in terms and conditions will be allowed on any ground, unless the circumstances so warrant.
  - iii) Penalty at prevailing Bank rate will be charged on delayed payment, if the amount is not collected from concerned authority within 60 days from the date of submission of invoice to concerned authority.



9. There shall not be any corrections/overwriting on the commercial bid, if so the same are to be duly attested.
10. HLL Lifecare Ltd. shall fix the criteria for responsiveness of a bid based on critical factors in the tender document. Bids pronounced non-responsive by HLL Lifecare Ltd., shall be summarily rejected.
11. Suppression of facts will disqualify the tender document.
12. HLL Lifecare Ltd., reserve the right to qualify or not a tenderer without assigning any reasons. The decision of HLL Lifecare Ltd., will be final and no correspondence will be entertained in this regard.
13. Parties should be ready to attend negotiation at their cost.

Executive Director (Operations)





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

<b>Sl No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Name & Address of Party: Contact Person Phone / Mobile No. FAX / E-mail No.	
<b>2</b>	a) Constitution of the Firm: Proprietary / partnership/ Pvt. Ltd./ Ltd.:	
	b) Name of the owner/Partner/Director:	
<b>3</b>	How many years of experience you have in such type of activities.  Proof of handling such type of business should be attached	
<b>4</b>	What is your organizational background:  a) Location of Corporate/Regd. Office with address:	
	b) Total no. of branches all over India. If any (attach List)	
	c) No. of employees in Company/Branch	



<b>5</b>	a) No. of Qualified staff with Qualification	
<b>6</b>	List of Customers: a) Govt. b) Non. Govt. (Proof may be enclosed)	
<b>7</b>	Turnover during last 3 years. (Enclose Certificate from a Chartered Accountant - Format enclosed)	
<b>8</b>	Have you had litigation/arbitration in commercial contract during last 3 years? if so give details.	
<b>10</b>	Name and address of two known customer references	
<b>11</b>	Any other details.	

-- Signature / Name/ Designation

-- Company Seal

Wherever space is insufficient, please enclose separate sheets.

**FORMAT-1****DEVIATIONS /EXCLUSIONS SCHEDULE :**

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

General Manager (Operations)

HLL Lifecare Limited

Kanagala - 591225

Belgaum Dist, Karnataka.

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by HLL, the entire work shall be performed as per your requirements.

We also give below the cost of withdrawal of each deviations/exclusion.

Clause No	Statement of Deviations/Exclusions and Variations (Rs)	Cost of Withdrawal

Date:

Place:

Signature:

Name:

Designation:

Common Seal:



## SELF-DECLARATION

To,  
Executive Director (Operations)  
HLL Lifecare Limited  
Kanagala - 591225  
Belgaum Dist, Karnataka.

Dear Sir,

This is to certify that our Company has not been Black Listed either by State Government or Government of India in connection with Providing Distribution Service etc.

We are operating from Tamil Nadu state and have No-conviction certificate for last 1 year.

We are having warehousing and distribution experience during the last 3 years

Date:  
Place:

Signature:

Name:  
Designation:

Common Seal:



**PRICE BID**

**TENDER No. HL:BG:PS:SNP:TN:DIST:2017-18  
DT. 03.07.2017**

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(Page No. 22)

**FORMAT- 3****Price Schedule****HLL LIFECARE LIMITED, KANAGALA, BELGAUM****PRICE BID**

1	Full Name and Address of the Party	
2	Contact No.	
3	GST registration no.	
4	TIN No.	
5	PAN No.	
6	Remarks	
7	Quoted Rate a) GST (towards providing administrative services for the Tamil Nadu state	Rs._____/1,00,000 (One lakh) pieces + GST (if applicable)

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

Date: -

Place: -

**(Signature/Name/Seal)**

Place: -

Mob. No. \_\_\_\_\_

Address:

(Office Seal)



## **FORMAT-4**

### **FINANCIAL BID FORWARDING LETTER**

Ref:

Date:

To,

Executive Director (Operations)

HLL Lifecare Limited

Kanagala - 591225

Belgaum Dist. Karnataka

Dear Sir,

#### **Sub: Distribution Service Provider in Tamil Nadu state**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **Distribution Service Provider in Tamil Nadu state** which contain material coming under Pharmaceuticals & other related medical devices under the above-named Contract in full conformity with the Bidding 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:

1. 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 One year 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, service taxes etc. payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Distribution Service Provider in Tamil Nadu state** and all other related activities.

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

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 Common Seal...

In the capacity of [insert: title or position]





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

## FORMAT-5

### FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

- (1) [Insert: **Name of Service receiver**], a [insert: **description of type of legal entity**, for example, an agency of the Ministry of.... of the Government of [insert: **country of Service receiver**], or corporation incorporated under the laws of [insert: **country of Service receiver**] and having its principal place of business at [ insert: **address of Service receiver** ] (hereinafter called "the Service receiver"), and
- (2) [Insert: **name of Supplier**], a corporation incorporated under the laws of [insert: **country of Supplier**] and having its principal place of business at [insert: **address of Supplier**] (hereinafter called "the Supplier").

WHEREAS the Service receiver invited bids for certain Goods and ancillary services, viz., [insert: **brief description of Goods and services** ] (this has to be defined briefly) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ insert: **contract price in words and figures** ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Service receiver and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement



- (b) Conditions of Contract
  - (c) The Schedule of requirements
  - (d) The Supplier's bid and original Price Schedules
  - (e) The Service receiver's Notification of Award
  - (f) [Add here: **any other documents**]
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
  4. In consideration of the payments to be made by the Service receiver to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Service receiver to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Service receiver, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
  5. The Service receiver hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  6. The Supplier acknowledges that the Service receiver acts as distribution agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and



Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

S.No.	Brief Description of services	Quantity to be supplied	Price per 1,00,000 pcs	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Service receiver

Signed: \_\_\_\_\_  
in the capacity of [ insert: **title or other appropriate designation** ]

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_  
in the capacity of [ insert: **title or other appropriate designation** ]

in the presence of \_\_\_\_\_

CONTRACT AGREEMENT

dated the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ]

BETWEEN

[ insert: **name of Service receiver** ], "the Service receiver"

and

[ insert: **name of Supplier** ], "the Supplier"

.....**END**.....