

AMENDMENT NO.4 Dated 08.08.2017

Ref No: HLL/SD/RBD/2017-18/TENDER/06 dated 12-07-2017

The following amendments have been incorporated to the bid document for the above Tender For the Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management for AMRIT Pharmacy Outlets Pan India for a Period of 36 Months.

1. Page no 8, clause 2.-'ELIGIBILITY/QUALIFICATION CRITERIA '

Point I.

Bidders shall enclose as part of its Technical Bid, relevant details and documents establishing its eligibility and qualification to perform the contract as detailed in tender document. Necessary documentary evidence needs to be submitted to establish that the bidder has the adequate capability to notice inviting tenders for selection of agency for carrying & forwarding, aggregation, warehousing and operations management related to HLL AMRIT pharmacy outlets pan India for a period of 36 months.

MAY BE READ AS

Bidder/ Consortium of Bidders shall enclose as part of its Technical Bid, relevant details and documents establishing its eligibility and qualification to perform the contract as detailed in tender document. Necessary documentary evidence needs to be submitted to establish that the bidder has the adequate capability to perform the tender for selection of agency for carrying & forwarding, aggregation, warehousing and operations management, facilitate the supply of the medicines as per the purchase orders related to HLL AMRIT pharmacy outlets PAN India for a period of 36 months.

Point II

Bidders shall have minimum 3 years of relevant experience in the areas as detailed in the general scope such as Procurement, and Carrying & Forwarding/ dispensing, warehousing / Stocking, operations Management, accounting, logistic and freight management of pharmaceutical products for Pharmaceutical Retailers, Govt. organizations / PSU / PSE, and chain of large scale hospital spread across India. Bidders must submit the documentary evidence confirming the above mentioned eligibility criteria.

MAY BE READ AS

Bidder/ Consortium of Bidders shall have minimum 2years of relevant experience in the areas as detailed in the general scope such as facilitation of procurement, and carrying & forwarding/ dispensing, warehousing / stocking facilitate the supply of the medicines, operations management, accounting, logistic and freight management of pharmaceutical products for pharmaceutical retailers, govt. organizations / PSU / PSE, and chain of large scale hospital spread across India. Bidders / all Members of the Consortium must submit the documentary evidence confirming the above mentioned eligibility criteria.

Point III

Parties having a minimum consolidated turnover of Rs. 25.00 Cr. annually in last 3 financial years. Bidders must submit their balance sheet, profit and loss account for preceding three financial years i.e. 2014-15, 2015-16, 2016-17 supporting their turnover, duly certified by Chartered Accountant.

MAY BE READ AS

Bidder / Consortium of Bidders shall have a minimum consolidated turnover of Rs. 25.00 Cr. annually or an average turnover of Rs 25.00 Cr. in the last 2 financial years. Bidders must submit their Balance sheet, profit and loss account for preceding two financial years

i.e., 2015-16 and 2016-17 supporting their turnover, duly certified by Chartered Accountant.

Point VI

Bidder should have at least Rs. 5.00 Cr. net worth in the latest financial year. In the absence of such net worth, the bidder may provide proof of capital adequacy by providing documents of a fixed deposit without lien of any form from nationalized bank in the name of the bidder for an amount not lower than Rs.5 Cr. as on the date of submission of bid.

MAY BE READ AS

Bidder / Consortium of Bidders should have at least Rs. 5.00 Cr. net worth in the latest financial year. In the absence of such net worth, the Bidder/Consortium of Bidders may provide proof of capital adequacy by providing documents of a fixed deposit without lien of any form from nationalized bank in the name of the bidder for an amount not lower than Rs.5 Cr. as on the date of submission of bid.

Point VIII

The bidder should possess all required valid licenses such as Drug License Trade License F-20, Dispensing License-F21, Narcotic Drugs License (NDRC), License for scheduled drugs and any other licenses required/ issued by appropriate Govt. agency / authority at their current places of business in India and the successful bidder shall undertake to secure the aforementioned licenses at required locations.

MAY BE READ AS

Bidder / Consortium of Bidders should possess all required valid licenses such as Drug License Trade License F-20, Dispensing License-F21, Narcotic Drugs License (NDRC), License for scheduled drugs and any other licenses required/ issued by appropriate Govt. agency / authority at their current places of business in India and the successful bidder shall undertake to secure the aforementioned licenses at required locations.

Point IX

For the purpose of this Tender, "Bidder" can be group, consisting of the parent company and its subsidiaries, all of which are engaged in the business of providing pharmaceutical goods, including associates and joint ventures of the company. Necessary documents substantiating the claim should be submitted along with the bid. Then all members of the group will be jointly and severally responsible to provide services envisaged under this agreement.

MAY BE READ AS

For the purpose of this Tender, "Bidder" can be group, consisting of the parent company and its subsidiaries, all of which are engaged in the business of providing pharmaceutical goods, including associates ,joint ventures of the Bidder and Consortium of bidders ("**Consortium**").Necessary documents substantiating the claim should be submitted along with the bid. Then all members of the group/ Consortium will be jointly and severally responsible to provide services envisaged under this agreement. Consortium shall mean association/arrangement by means of a legal document between two or more entities for the purpose of providing services in response to IFB No. HLL/SD/RBD/2017-18/06 DT. 12-07-2017.In the case of Consortium of Bidders, all the entities should sign and submit a Consortium Agreement (copy of the same attached as **Annexure XI**) executed after publishing of aforesaid IFB by HLL and before submission of the bid by the Consortium.

2. Page No 19 under 'SECTION –V' "CONDITIONS OF THE CONTRACT"

"Point 9 CONSORTIUM BIDDING" added to read as stated below:-

CONSORTIUM BIDDING

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

In case of Consortium, change in constitution shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

The tenderer, in case of Consortium, shall clearly and unambiguously define the role and responsibilities for each member of the Consortium by stating these matters in the Consortium Agreement signed by the Parties.

In the case of a Consortium, all members of the Consortium shall be jointly and severally liable for the performance of whole contract.

Consequent to addition of "Consortium Bidding" as Point 9, succeeding points beginning from erstwhile Point 9 - Intellectual Property - has been renumbered as mentioned below

INTELLECTUAL PROPERTY MAY BE READ AS POINT 10,

FORCE MAJEURE MAY BE READ AS POINT 11.

CONFIDENTIALITY MAY BE READ AS POINT 12.

OTHER CONDITIONS MAY BE READ AS POINT 13.

TERMINATION MAY BE READ AS POINT 14.

3. Addition of Annexure XI "CONSORTIUM AGREEMENT"

4. Addition of Annexure X list of States for quoting State wise price bids .

5. Page no 9

'IMPORTANT'

- *The bidder must submit Technical Bids and Price Bids in separate envelopes.*
- *The above mentioned documents (as mentioned in clause 2 and 3) substantiating the eligibility criteria must to be sealed and submitted in envelope titled Technical Bid.*
- *Price Bids for each State to be given separately and all price bids to be sealed in a single envelope titled Price Bid.*
- *The sealed separate envelopes of Price/Financial Bid and Technical Bid must be placed in a sealed outer envelope with the title of tender.*

MAY BE READ AS

- *The bidder must submit Technical Bids and Price Bids in separate envelopes.*
- *The documents (as mentioned in clause 2 and 3 of tender document and subsequent amendments) substantiating the eligibility criteria must to be sealed and submitted in envelope titled Technical Bid.*
- *Price Bids for each State to be sealed separately and all such sealed state wise price bids to be put in a single sealed envelope titled price bid. The list of states are mentioned in Annexure X. Technical Bid should be sealed and marked as Technical bid for tender no HLL/SD/RBD/2017-18/TENDER/06 dated 12-07-2017.*

- *The sealed separate envelopes of Price/Financial Bid (consisting of individual sealed state wise price bids) and sealed Technical Bid must be placed in a sealed outer envelope with the title of the tender.*

6. Page 16

IMPORTANT

Final comparison of the offers will be based on the overall score as mentioned above. The same will be derived for each state separately. The bidder who has the highest percentage will be awarded the contract

Price bids (Annexure V) for each state should be given separately .This should include all the three schedules. If a bidder is providing a single price bid for all the states then the same has to be mentioned clearly.

The bids for different states should be put in a single envelope and name of the state should be highlighted.

MAY BE READ AS

IMPORTANT

Final comparison of the offers will be based on the overall score as mentioned above. The same will be derived for each state separately. The bidder who has the highest percentage will be awarded the contract

Price bids (Annexure V) for each state should be given in a sealed separate envelope, and all such envelopes to be put in a single sealed envelope titled price bid. This should include all the three schedules. If a bidder is providing a single price bid for all the states then the same has to be mentioned clearly. The detail of states is mentioned in Annexure X.

7. Page 26

***PRICE BID WITH THE THREE SCHEDULES TO BE GIVEN SEPERATELY FOR EACH STATE. IF A BIDDER OFFERS SAME RATES FOR ALL STATES THEN A SINGLE PRICEBID WITH ALL THREE SCHEDULES CAN BE GIVEN BUT IT SHOULD BE CLEARLY MENTIONED IN THE BID THAT THE PRICE IS APPLICABLE FOR ALL STATES.BIDDERS PROVIDING STATE WISE PRICE BIDS MUST PLACE ALL THE BIDS IN A SINGLE ENVELOPE BUT THE CORRESPONDING STATE HAS TO BE SPECIFIED IN THE PRICE BID**

MAY BE READ AS

***PRICE BID WITH THE THREE SCHEDULES TO BE SEALED AND GIVEN SEPERATELY FOR EACH STATE (REFER ANNEXURE X FOR STATE DETAILS). IF A BIDDER OFFERS SAME RATES FOR ALL STATES THEN A SINGLE PRICEBID WITH ALL THREE SCHEDULES CAN BE GIVEN BUT IT SHOULD BE CLEARLY MENTIONED IN THE BID THAT THE PRICE IS APPLICABLE FOR ALL STATES.BIDDERS PROVIDING STATE WISE PRICE BIDS MUST SEAL EACH ENVELOPE WITH THE TITLE OF THE STATE AND PLACE ALL THE SEALED BIDS IN A SINGLE ENVELOPE.**

8. Page 26- Terms and Conditions

1. Annexure V (Price BID) for each state to be given separately.

MAY BE READ AS

1. Annexure V (Price BID) for each state to be sealed and placed in separate envelopes bearing the name of the state, and all such state wise sealed envelopes to be put in a single sealed envelope marked Price bid. Details of State mentioned in Annexure X

Annexure X

LIST OF STATES FOR SUBMITIG SEPERATE PRICE BIDS

- 1 Andhra Pradesh
- 2 Bihar
- 3 Chandigarh
- 4 Chhattisgarh
- 5 Delhi
- 6 Goa
- 7 Gujarat
- 8 Haryana
- 9 Himachal Pradesh
- 10 Jharkhand
- 11 Karnataka
- 12 Kerala
- 13 Madhya Pradesh
- 14 Maharashtra
- 15 Odisha
- 16 Punjab
- 17 Rajasthan
- 18 Tamil Nadu
- 19 Telangana
- 20 Uttar Pradesh
- 21 Uttarakhand
- 22 West Bengal

All other terms and conditions remain same as per the original Tender No: HLL/SD/RBD/2017-18/TENDER/06 dated 12-07-2017 and subsequent amendments.

Annexure XI

Consortium Agreement

(Format prescribed by HLL Lifecare Ltd.)

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

This Consortium Agreement executed on thisday of 2017.

Between

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

And

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

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

- WHEREAS M/s. HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram (HLL), a Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare has invited bids (hereinafter called as "the bid documents") from interested parties services namely Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management for AMRIT Pharmacy Outlets Pan India for a Period of 36 Months as per Invitation For Bids No. _____ dated _____ 2017, [hereinafter called as "Aggregator Services"].
- AND WHEREAS IFB document mentions that Consortium formed by parties who meets the requirements stipulated in the IFB document will be considered for the Aggregator Services, provided the same is formed by a legal document legally binding all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to HLL.
- AND WHEREAS the consortium members have discussed about the IFB published by HLL and agreed to form a Consortium for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management for AMRIT Pharmacy Outlets Pan India.

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

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

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

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

For and on behalf of Lead Member / First Member

M/s ----- Ltd.

(Signature of authorized representative

dated)

WITNESS

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

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

For and on behalf of Second Member
M/s

(Signature of authorized representative
dated)

WITNESS

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

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

SCHEDULE

(Duties and responsibilities of each Consortium Member)

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