

Tender Document for

**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**

IFB No. HLL/SD/RBD/2017-18/06 DT. 12-07-2017

HLL Lifecare Limited

(A Govt. of India Enterprise)

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

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

Website – www.lifecarehll.com

HLL LIFECARE LIMITED

(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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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.

IFB No	:	HLL/SD/RBD/2017-18/06 Dt. 12-07-2017
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	12.07.2017, 10.00 Hrs
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	02.08.2017, 13.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	02.08.2017, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	02.08.2017, 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 E-mail: vgpillai@lifecarehll.com hllsd@lifecarehll.com

The Bid Documents can be downloaded from our website www.lifecarehll.com. The bid documents are non transferable.

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SECTION - I

Notice Inviting Tenders for 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.

HLL LIFECARE LIMITED (HLL) is a 'Mini Ratna' Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India

M/s. HLL Lifecare Ltd invites tender for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management AMRIT Pharmacy Outlets Pan India for a Period of 36 Months. The tender is being invited on two bid system basis.

The contract validity will be for three years from the date of signing of Contract.

The details of service, scope of work and terms & conditions etc. are given in Tender documents. The same can be obtained from our office on any working day between 11:00 AM to 3:30 PM by paying Rs. 5000/- by Cash / DD (inclusive of ST) drawn in favor of HLL Lifecare LTD, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website www.lifecarehll.com. However cost of Tender documents i.e. Rs.5000/- by D.D. shall be submitted with the Bid.

Last date for Receipt of Technical bid and Price bid	02.08.2017 (14: 30 Hrs.)
Opening of Technical Bids	02.08.2017 (15:00 Hrs.)

Opening date of Price bid of qualified vendors will be informed later.

Sealed bid are to be submitted by the closing date i.e. before 14.30 Hrs on 02.08.2017. The bids will be opened as scheduled in the presence of the bidders, who opt to be present.

In the event of 02.08.2017 being declared 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.

Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment of Tender document cost, Earnest Money Deposit as per rules (upto their monetary limit).

In case you need any further information, please feel free to contact the undersigned on E-mail: vgpillai@lifecarehll.com / hllsd@lifecarehll.com . Tel: +0471 2354949, 2355426. Website – www.lifecarehll.com

Associate Vice President (CTD & SD)

SECTION - II

BID DATA SHEET:

Address for communication and subsequent correspondence	Associate Vice President (CTD & SD) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email – vgpillai@lifecarehll.com , hllsd@lifecarehll.com Website – www.lifecarehll.com
Date of commencement of downloading of Bid documents and duration	12.07.2017 to 02.08.2017 till 13:00 hrs. IST
Bid validity	36 Months from the date of opening of the tender
No. of copies	No. of copies: 1 original + 1 copy
Last date for submission of Bids.	Date:02/08/2017, Time: 14:30 Hrs.
Date, time and place of opening of Technical Bid	02.08.2017 at 15:00 hours Venue - HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352.

SECTION - III

BACKGROUND NOTE

1. 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 molding 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.

AMRIT Pharmacy Outlets

AMRIT (Affordable Medicines and Reliable implants for Treatment) was launched to offer medicines for cancer and cardio vascular diseases and supply of Cardio vascular implants at discounted rates at AIIMS institutions. Now for AMRIT outlets we are signing MOU with the hospitals for the entire range of pharma products, implants and surgicals

We have currently 106 retail outlets across India – of which 85 are AMRIT outlets operating in AIIMS/AIIMS like institutions /Govt Hospitals, 17 are Lifecare Centers selling branded medicines, surgicals and implants and 4 are generic pharmacy outlets. All Lifecare centers are located in Govt. Medical Colleges and District hospitals.

GENERAL SCOPE:

The scope of work shall include the services as detailed below:

a) Carrying & Forwarding, Warehouse & Operations Management

i. Aggregation of Supplies & Inventory Management

- Successful bidder should procure medicines as per the indents raised by HLL. Indents will be on the basis of demand estimated from HLL AMRIT Pharmacy outlets. The bidder must therefore act as an **Aggregator** of Supplies thereby ensuring zero order bounce
- Successful bidder herein after also called as “Aggregator” should stock & manage inventory for HLL, sufficient to cover all orders received from HLL AMRIT Pharmacy outlets. The aggregator should inspect goods received from suppliers, manage product & purchase master of goods in the HLL systems. Aggregator should ensure that goods are procured at rates agreed by HLL. The bidder/ aggregator should maintain inventory required for at least 10 days at the outlets.
- Aggregator will provide goods to HLL on a real-time indent basis, thereby reducing the requirement of HLL to invest in working capital.
- For all goods supplied under such an arrangement, Aggregator will provide 60 days credit without any interest.
- All products for which HLL has entered a rate contract with the respective pharma company, or special rates are approved by such pharma company, will be procured by the bidder at such special rates or rates lower than such rates. The bidder will receive authorisation letter and such communication will be sent from HLL to all pharma companies authorising the bidder to place orders, receive goods, handle and transport them at such rates on behalf of HLL. The authorisation and agreed rates are to be strictly utilized against HLL indents. Any violation of the same will result in termination of the contract
- The list of product for which HLL already has supplier is provided as Annexure IX .The aggregator may provide additional discounts for these products and the same will added to the discount already received by HLL.HLL at its discretion will have the right to further add products to the list of contracted products (Annexure IX) and the additional discount already offered by the aggregator will be henceforth applicable for the new additions as well.

ii. Warehouse & Operations Management

- Successful bidder should provide warehouse Infrastructure, IT Systems & Racking Systems at his own cost to develop state of art facility for managing pharmaceutical, surgical products at all locations as required by HLL.
- Successful bidder shall operate and manage the warehousing operation as per the terms and conditions of HLL.
- The Successful bidder should provide all equipments required for the warehouse maintenance and all other operations.
- Successful bidder should provide walk-in refrigerators and end-to-end cold-chain management for products requiring temperature control.
- Successful bidder should provide bar-Code Printing & Managing Systems to ensure 100% Bar Coding of Products (Product Boxes, as applicable)

b) Logistics, Freight Management and Order Fulfillment

- Aggregator will provide end-to-end logistics and freight services for delivery of goods to HLL outlets Pan India. Services to be provided on all working days and as per the requirement of HLL.
- On the basis of the indent from HLL, Aggregator should ensure correct picking of goods to be supplied from the warehouse to HLL AMRIT Pharmacy outlets. The supply should be made within the time frame specified by HLL.
- Aggregator should collate & pack goods to be supplied and segregate them on the basis of orders received from various HLL stores
- Aggregator should transport and deliver fulfilled orders to HLL AMRIT Pharmacy outlets and manage all logistics operations for dispensing of the goods at his own cost.

Expiry Management

- Aggregators should periodically monitor and analyze inventory levels at HLL AMRIT Pharmacy outlets and do the necessary to return the expired or short expiry stock to the suppliers at his own expenses.
- Periodical inventory reports are to be submitted to HLL.

c) Utilities & Value Added Services

Aggregator shall arrange premises for the entire operations of this arrangement at their own cost as per the requirement of HLL. The investment of aggregator will include all expenses with respect to the below mentioned costs:-

- Costs related and required for Depot Operations including electricity charges, housekeeping, pallets and shelves for storage, etc.
- Packing & Packaging equipment's including Bar-Coding of Products
- Stationary & Office Consumables and other miscellaneous expenses.
- Telephone and internet connectivity, software systems services.
- Cost for setting up of counters for dispensing and payment collection.
- Aggregator will provide sufficient space to carry out all the operations
- Software and hardwares required for the above said operations and its maintenance

2. ELIGIBILITY/ QUALIFICATION CRITERIA:

- 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.
- 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. organisations / PSU / PSE, and chain of large scale hospital spread across India. Bidders must submit the documentary evidence confirming the above mentioned eligibility criteria.
- 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.
- IV. The successful bidder should be capable and willing to provide the specified services to atleast 100 pharmacy outlets without fail.
- V. If the bidder is not able to furnish the audited financial statements for the financial year 2016-17 for genuine reasons of not having completed the auditing, the bidder shall submit the management approved accounts for financial year 2016-17, with an undertaking to submit audited accounts for financial year 2016-17 by 30th September, 2017 and audited financial statements for the preceding two consecutive financial years i.e. 2014-15, 2015-16.
- VI. Bidder should have at least Rs. 5 Crore 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 Crore as on the date of submission of bid.
- VII. In support of criteria mentioned in III, V and VI, bidder shall submit certificate from a practicing Chartered Accountant.
- 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.
- 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.

3. OTHER DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID :

- I. Signed copy of Tender Document (all pages of Bid documents to be **signed & stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- II. Duly filled and signed bid form as per the format given in Annexure I

- III. Power of attorney in Rs 200/- stamp paper duly notarized to sign the bid document
- IV. Sales Tax Clearance certificate
- V. Copy of PAN Card.
- VI. Detail of Bidder's firm including number of staff, turnover and years in business etc.
- VII. Brief about relevant similar past projects handled and past experience there on.
- VIII. Certificate of incorporation / Memorandum of Article
- IX. If the Aggregator bids as a group- which includes parent company, subsidiaries, joint ventures and associates then documentary proof confirming the same must be submitted.
- X. Declaration as per Annexure IV stating that the firm is not de-registered/Banned/Blacklisted by any Government or any other Statutory Authorities.
- XI. All formats enclosed as Annexures to be submitted with the bid.
- XII. Last 3 financial years P&L, BS duly certified by CA.
- XIII. EMD
- XIV. Tender Fee

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.***

SECTION - IV

GENERAL INSTRUCTIONS TO BIDDERS:

1. ETHICAL STANDARD:

- I. 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:
 - II. 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
 - III. 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.

2. COST OF BIDDING:

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

3. CLARIFICATION OF BIDDING DOCUMENTS:

- I. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing to, or by e-mail: or at the purchasers mailing address indicated in the Invitation for Bids on or before 12.00 Noon on 02.08.2017. The Purchaser will respond in writing to any request for clarification of Bidding Documents.
- II. 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.

4. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, modify the Bidding Documents by amendment in company website only. The amendment / changes if any will be uploaded in HLL's website only and bidders have to check the web site from time to time and this will be binding to all the bidders,

5. LANGUAGE OF BID:

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

6. BID FORM AND EARNEST MONEY DEPOSIT(EMD)

- 6.1. The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the tender documents,
- 6.2. Bidder shall furnish, as part of its bid, EMD as mentioned below

EMD Amount	Validity
Rs 1,00,000/-	For six months from the date of opening of Bid.

- 6.3. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 6.4. The EMD 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 bank.
 - (b) Account payee Demand draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram
- 6.5. Any bid not secured in accordance with the tender will be rejected by the Purchaser as non-responsive.
- 6.6. Unsuccessful bidder's EMD's 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.
- 6.7. The EMD 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.
 - (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with Clause.
- 7. PARALLEL RATE CONTRACT**
- 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
- 8. SHELF LIFE**
- The supplies of medicines / drugs should be from fresh stock only. Minimum desirable shelf life should be as per the specified product standards. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 2/3rd of the life of the product.
- 9. FIXED PRICES**
- The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be thirty Six months (can be extendible) from the date of opening of the bid and not subject to any variations on any account during this period.
- 10. 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.
- 11. 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 the operations.
- 12. MODE OF SUBMISSION:**
- The bidder shall prepare and seal **in separate packets** the following in duplicate:
- **Technical Bid**
 - **Financial Bid**
- Packet will contain the Technical Bid and Price Bid in separate envelopes, duly marking the envelopes as TECHNICAL BID and FINANCIAL BID for Selection of Agency for Carrying and

Forwarding Services, Aggregation, Warehousing and Operations Management for AMRIT Pharmacy Outlets”.

All the above packets/envelopes shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR IFB NO.HLL/SD/RBD/2017-18/06 DT: 12.07.2017** and must be superscripted as “Bid for Selection of Agency for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management Amrit Pharmacy Outlets”

Bidder may submit sealed Technical Bid consisting of all the relevant documents and requisite formats and Annexure as prescribed in this tender(refer page 8&9), The packets with sealed Technical Bid and Sealed Price bid should reach HLL Lifecare Limited, Thiruvananthapuram by the closing date i.e. Date: **02/08/2017**, Time: 14:30 Hrs. The envelopes shall be addressed to HLL at the address given in the bid data sheet. The Technical bids will be opened as scheduled in the presence of the bidders, who opt to be present on **02.08.2017** at 15:00 hours.

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.

HLL will scrutinize bid for compliance to the eligibility and qualification criteria.

The superscripted envelop be written with following details:

- Bid No. & Date of Opening
- Title of the Bid
- Name and complete address of bidder
- Total Number of Pages

The bids shall be opened on 02.08.2017 at 15.00hrs, in the presence of representatives of firm(s) who may choose to be present. Bidders who wish to be present at the time of such opening may send their duly authorized representative with authorization letter. If tender / bid opening day happens to be holiday, the next working day will be treated as tender opening day.

13. DEADLINE FOR SUBMISSION OF BIDS

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.

14. LATE BIDS

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

15. BID VALIDITY:

The BIDS quoted should be valid for 36 months from the date of opening of the Bid.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

- I. Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.
- II. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.

- III. The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows: 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.
 - IV. 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 notice received after the bid submission deadline will be ignored and the Submitted bid will be deemed to be a validly submitted bid.
 - V. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validly period specified.
 - VI. The purchaser 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 Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.
 - VII. Purchaser 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.
 - VIII. HLL Lifecare Ltd 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.
- 17. OPENING OF BIDS BY HLL:**
- I. 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).
 - II. Bidders wishing to be present at the time of such opening may send their duly authorized representative with authorization letter.
- 18. PRELIMINARY EXAMINATION OF BIDS**
- I. HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - II. HLL will ensure that each bid is from an eligible Bidder.
 - III. 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.
- 19. SCRUTINY AND BID EVALUATION**
- The bid shall be scrutinized to determine whether they are complete and meet the Eligibility / Qualification Criteria and other essential and important requirements, conditions etc as prescribed in the Tender Enquiry documents. The tenders which do not meet the basic requirements are liable to be treated as non-responsive and will be summarily ignored.
- 20. EVALUATION OF BIDS**
- HLL will scrutinize the technical Bid for compliance to the eligibility criteria and documentation requirement as per the bid document. Any clarification required will be sought from the bidder

and the bidders will be short-listed on the basis of responsiveness of technical bid and conformity of the eligibility criteria .The price bid of the bidders who are disqualified at the technical scrutiny and those who do not fulfill the eligibility criteria will be returned unopened. The shortlisted bidders will be informed the time, date and venue of the price bid opening. For opening of financial bid only those bidders qualifying in the technical bid will be considered. The price bids received will be evaluated on the basis of percentage of discount offered on MRP, aggregator fee and the percentage of additional discount offered for the HLL contracted products.

The evaluation as per the price bids will be based on the

- i) Percentage discount on MRP,
- ii) Calculation of Aggregator fee and
- iii) Discount percentage offered to the HLL contracted drugs in Annexure ... is explained below in detail:-

i) Evaluation based on Discount offered in Percentage over the Maximum Retail Price(for products not mentioned in Annexure IX)

The Aggregator who meets the eligibility criteria shall offer the maximum discount on MRP for the below mentioned category of Drugs:-

1. **Branded Drugs** (i.e Drugs promoted by the company to the medical fraternity). *The weightage of 20% will be given to the discount offered on MRP of Branded Drugs*
2. **Branded Generic Medicine** (i.e Drugs not promoted to the medical fraternity but distributed through their Channel partners). *The weightage of 15% will be given to the discount offered on MRP of Branded Generic Medicine*
3. **Generic Medicine (Non Branded)** *The weightage 10% will be given to the discount offered on MRP of Non branded Generic Medicine.*
4. **Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority (DPCO)** *The weightage 5% will be given to the discount offered on MRP of Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority (DPCO). HLL will calculate the overall weighted discount of the above four categories of Drugs, the same is illustrated below with example.*

Example:- Total weighted discount Calculation:

Discount offered by **Bidder A** for Branded Drugs is 40% from MRP

Bid evaluation calculation is weightage x discount offered i.e 20% of 40% = $0.2 \times 40 = 8.00$

Discount offered for Branded Generic Medicine by the bidder is 30% from MRP Bid evaluation calculation is weightage x discount offered i.e 15% of 30% = $0.15 \times 30 = 4.50$.

Discount offered for Generic Medicine by the bidder is 60% from MRP Bid evaluation calculation is weightage x discount offered i.e 10% of 60% = $0.10 \times 60 = 6.00$.

Discount offered for DPCO controlled drugs by the bidder is 40% from MRP Bid evaluation calculation is weightage x discount offered i.e 5% of 40% = $0.05 \times 40 = 2.00$.

Total weighted discount of Bidder A = 8.00 + 4.50 + 6.00 + 2.00 = 20.50.

* *The list of drugs to be categorized as **Branded generic** and **Branded** will be decided by HLL and successful bidder on mutually agreed terms.*

ii) Aggregator Fee

The aggregator fee will be the sum total of the fees as mentioned in Table 3 of Annexure V.

A weightage of 20% will be given to the aggregator fee. The aggregator fee will be first converted to percentage.

Evaluation of aggregator fee and conversion to weighted value- The conversion of aggregator fee of each bidder will be done by dividing the L1 (lowest) fee with the fee quoted by each bidder.

Each value so obtained will be multiplied by 20% in order to obtain the weighted value of each party.

The same is illustrated below with example

Example:- Weighted aggregator fee Calculation

Aggregator Fee offered by Bidder A is 1 lakh

Aggregator fee offered by Bidder B is 2 Lakhs

Aggregator fee offered by Bidder C is 3Lakhs

Conversion of aggregator fee of party A to percentage = $(1 \text{ Lakh}/1\text{Lakh}) = 1$

Weightage calculation of Bidder A = $1 \times 20\% = 20\%$

Conversion of aggregator fee of party b to percentage = $(1 \text{ Lakh}/2\text{Lakh}) = 0.5$

Weightage calculation of Bidder B = $0.5 \times 20\% = 10\%$

Conversion of aggregator fee of party b to percentage = $(1 \text{ Lakh}/3\text{Lakh}) = 0.33$

Weightage calculation of Bidder C = $0.33 \times 20\% = 6.6\%$

ii) Discount on HLL Contracted Products listed in Annexure...-

For the drugs mentioned in Annexure IX HLL is already having an arrangement with the respective manufacture and the same is being currently being supplied to HLL with certain % of discount. The bidder must offer an additional discount for these category of products.

Example;-

Evaluation of the additional Discount

As mentioned above weight age of 30% will be given to the additional discount offered .If the discount % offered by the bidder 'A' is 4% then calculation of weighted discount will be :-

$30\% \text{ of } 4\% = 0.3 \times 4 = 1.2\%$.

IMPORTANT

HLL has the right to make any additions or deletions to the list of HLL contracted drugs (listed in Annexure IX). The percentage discount offered to these products (in table 4 of price bid) will be applicable to all future additions (irrespective of category) during the term of contract .Thus HLL reserves the right to alter the products in the list as per Annexure..

Overall score of the bidder (i +ii+iii)

The TOTAL discount for each Bidder will be calculated by adding all the percentages mentioned above ie-

1. The weighted discount%
2. The weighted aggregator fee %
3. Weighted Additional Discount%

From the above examples the TOTAL % discount offered by Bidder A = $20.50\% + 20\% + 1.2\% = 41.7\%$

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.

21. 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.

22. CONTACTING HLL

22.1. 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.

22.2. 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.

23. 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.

24. 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.

25. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

26. SIGNING OF CONTRACT

26.1. 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.

26.2. 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 200/-, sign with date and return it to HLL.

26.3. 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.

SECTION - V

CONDITIONS OF THE CONTRACT

1. SETTLEMENT OF DISPUTES

1.1 Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Conciliation/Arbitration

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.

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

1.3 No suspension of work

The obligations of HLL and the bidder shall not be altered by reasons of conciliation / arbitration being conducted during the progress of supplies. Neither party shall be entitled to perform the obligations of the contract on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

1.4 Award to be binding on all parties

The award of the Sole Arbitrator, shall be final and binding on all parties.

1.5 Jurisdiction of Courts

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

2. TIME FOR COMMENCEMENT AND ACCEPTANCE

The Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance.

3. BIDDERS RESPONSIBILITIES

3.1 The bidder must provide his services on all working days and the same should be conforming to the requirement of HLL.

3.2 The entire operations of the aggregator must system driven, HLL must have a provision to monitor and analyse the entire operation including Procurement, and Carrying & Forwarding/ dispensing, warehousing / Stocking, operations Management, accounting, logistic and freight management.

3.3 The Bidder 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.

3.4 The bidder/ aggregator should maintain at least 10 days stock at the outlets.

3.5 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.

- 3.6 The bidder 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.
- 3.7 The bidder/bidder's representative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchase orders.
- 3.8 The Successful bidder must keep HLL updated of all activities and operations carried out by them on daily basis. The bidder must provide daily and weekly reports to HLL with respect to the supplies affected, supplies in transit, orders to be executed & inventory available. For all the supplies affected the bidder must provide the details and time of dispatch and the time of delivery at HLL outlets. The reports provided should be substantiated with documents such as invoices, GRN copies, and transport details.
- 3.9 The Successful 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 bidder'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.

4. **TERMS OF PAYMENT**

Aggregator / bidder should reconcile the Monthly sales / purchase, logistics expenses details and forward to HLL before 15th of the subsequent month for payment release.

The invoice for logistics fee need to be submitted separately. All invoices submitted to HLL for payment release must have specific details of the drugs with split ups categorising the drugs as mentioned in the schedules 1 & 3 of price bid.

For e.g. If the drugs fall under table 4 of price bid, the same should be clearly mentioned. If the drugs fall under table 1-(schedule 1) of the price bid –the category (*whether branded or branded generic etc*) should be clearly mentioned in the invoice /purchase details being submitted. This is for the verification of the discount percentages by HLL before payment release.

The bills/purchase details should include name/address of the manufacturer /distributor, MRP of the product, purchase price etc.

Payment shall be released with 60 days from the date of submission of the invoices, purchase details to HLL accepted in the form as mentioned above.

5. **PERFORMANCE SECURITY**

The successful bidder shall furnish Security Deposit in the form of Bank Guarantee from nationalized bank / DD to the purchaser for an amount on Rs 10, 00000.00 per state where the bidder is offering its service.

Security Deposit shall be submitted within 15 days from date of award of confirmed order. Security deposit will be released 3 months after the expiry of the contract period subject to applicable deductions.

6. DELIVERY SCHEDULE

The Bidder has to deliver the Medicines at the HLL outlets within 24 Hours from the time of receipt of indent.

The bidder has to strictly abide by the above mentioned delivery schedule. HLL reserves the right to impose a penalty @ 0.50 % of the Purchase order value per day of delay

The above mentioned delivery schedule as well as the penalty will be applicable for the procurement of any new product required by HLL.

7. RISK PURCHASE

If successful bidder/ aggregator defaults /fails to deliver goods within 48 hours from the issue of indent/ purchase requisition then HLL reserves the right to purchase the goods/ avail service from the market at the risk and cost of aggregator and if the purchase happens at a price higher than the ordered rates, HLL shall have the right to claim the difference upon the aggregator and he will be under obligation to pay the same. HLL has the right to recover the same from the performance security if the aggregator does not make the payment.

If the Aggregator does not supply the goods with the discounts as offered in the price bid, then the purchaser/HLL reserves the right to reject the supplies or terminate the contract with the Aggregator.

8. TAXES AND DUTIES

The Bidder shall bear and pay GST assessed on the bidder by all state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

9. INTELLECTUAL PROPERTY

All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to HLL and used to perform the obligations under this Agreement shall remain vested upon HLL and any additional or new inventions made in the course of performance of services shall belong to HLL.

10. FORCE MAJEURE:

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within seven (7) days after the occurrence of such event.

11. CONFIDENTIALITY:

This contract, its provisions and existence as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party. All such information shall be used by the other party only for the performance of this contract.

The restrictions here-in-above shall not apply to any information generally available to public or received in good faith from a third party without restriction. The parties hereby agree to keep as confidential all documentation furnished or received by either party at any time in connection with this contract. This provision as far as practicable shall apply to all the concerned officers of either party. This clause shall survive upon termination of this contract.

In case of any loss or damage sustained to HLL due to the breach of confidentiality clause of this agreement, the aggregator is liable to compensate HLL to the extent of actual loss suffered by HLL. Further, the aggregator is liable to pay 5% of the total executed contract value to HLL as penalty for the breach of confidentiality clause.

12. OTHER CONDITIONS:

- I. The service provider shall not have the right to assign to any party except its subsidiaries/ associates/ joint ventures its rights and obligations arising out of this contract in connection with it without the prior written consent of HLL Lifecare Limited.
- II. HLL Lifecare Limited reserves its right either to select or reject any offer without assigning any reasons.
- III. Party to give a declaration that they have not been blacklisted by any Government organization, as per Annexure IV and also that HLL Lifecare Limited has not suffered any losses or business reputation through them.

13. TERMINATION

HLL may at any time terminate the Contract for any reason by giving the Bidder thirty days (30) notice of termination.

BID FORM

Date _____

To

Associate Vice President (SD & CTD)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Ref. Your IFB No: HLL/SD/RBD/2017-18/06 DT: 12.07.2017

We, the undersigned have examined the above-mentioned tender, including amendment / corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this tender.

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this tender.

We also accordingly confirm to abide by this tender to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered /banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of

SELF-DECLARATION REGARDING NON-CONVICTION

To,

Associate Vice President (SD & CTD)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

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

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont have a criminal record.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

Annexure-III

EMD FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) against tender to Selection of Agency for C&F, Aggregation, Warehouse and operations Management related to HLL AMRIT Pharmacy outlets Pan India for a period of 36 months (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 Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without any demur, 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)

Annexure IV

SELF-DECLARATION

To,

Associate Vice President (SD & CTD)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

This is to certify that our company has not been de-registered /Banned /Blacklisted by any Government or any other Statutory Authorities

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

Annexure V

Price Bid

Schedule 1

SI No	Classification Of Drugs	Discount offered on the MRP of the Drug
1	Branded Drugs	
2	Branded Generic Medicine	
3	Generic Medicine	
4	Drugs the prices of which are controlled by Central / State Govt. or any statutory Authority(DPCO-NPPA)	

* The discount offered for schedule 1 will be for drugs exclusive of **Annexure**

Schedule 2

Aggregation Service Charges /Aggregator Fee

Human Resource Associated Cost Table -1

Department	No. of employees	Total
Goods Inward & Checking		
Data Entry & Bar Coding		
Accounts & Payments		
Goods Pickers & Packers		
Quality Assurance & Security		
Goods Outwards & Logistics Coordinators		
Call Center & IT		
Total		

Charges for Maintaining Premises Table -2

Utilities + VAS	Monthly cost
Rent	
Electricity	
Stationery	
Telephone & Internet	
Packaging Material & Bar Coding	
Others (Misc)	
Total	

Table - 3

Service	Cost(Annual)
- CnF & Aggregation, Depot Mgmt	
- Rent + VAS	
- Logistics Services	
Total	

Sum total of all cost associated with the above mentioned services, (Table -1 + Table-2) should be given in table -3 and the same will be considered as the aggregator fees. The rates should be inclusive of all taxes and any additional charges.

Schedule 3

Table-4

SL No	HLL Contracted Drugs	Additional Discount offered (The discount offered will be over and above the discount already received by HLL in the existing contract with the manufacturer)
1	All Drugs presently listed in Annexure Any additions done by HLL to the list in the future.	

(HLL has the right to make any additions or deletions to the list of contracted medicines (AnnexureIX). The percentage discount offered to the products (as offered in Table 4) will be applicable to all future additions during the period of contract with the Aggregator. Thus HLL reserves the right to alter the products in the list as per Annexure.

Signature of the authorized signatory with Seal

***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.**

Terms and Conditions

- Annexure V (Price BID) **for each state to be given separately.**
- The MRP is inclusive of all taxes & duties and other levies.
- Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST. NO TAXES OF ANY KIND WOULD BE LEVIED ON THE DISCOUNTED PRICE.
- The list of drugs the price of which is controlled by Govt. should be enclosed to the price bid.
- Any addition or deletion to the list of drugs the price of which are controlled by Govt. should be intimated to HLL immediately with copies of Govt. notification / order for such addition / deletion.
- The discount offered should be kept firm throughout the license period.
- No taxes of any kind are chargeable extra on the discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable.
- Completed **Price bids for each state should be given separately.**
- Aggregator fees (Total to be mentioned in Table – 3) should be given for a period of one month and should be inclusive of all taxes.
- The aggregator fee and discount offered for the drugs should be separately given for each state.
- All medicines for which HLL has entered into rate contracts / special rates with suppliers has been provided as Annexure IX.However if there is any addition to the present list then details of the same shall be made available to the successful bidder within 14 days from the date of issue of Notice of Award to the successful bidder.
- HLL has the right to make any additions or deletions to the list of HLL contracted drugs (listed in Annexure IX). The percentage discount offered to these products (in table 4 of price bid)will be applicable to all future additions (irrespective of category)during the term of contract .Thus HLL reserves the right to alter the products in the list as per Annexure IX.

Annexure VI

PERFORMANCE BANK GUARANTEE FORMAT

HLL LIFECARE LIMITED
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India

1. WHEREAS on or about the ____day of 2017 M/s._____ a Company having its registered office at _____ (hereinafter referred to as 'The Aggregator') entered into an agreement bearing No. _____ (hereinafter referred to as 'The Contract'), with HLL Lifecare Limited , A Government of India Enterprise, incorporated as a company under the Companies Act 1956 acting through (hereinafter referred to as (HLL) for Carrying and Forwarding Services, Aggregation, Warehousing and Operations Management AMRIT Pharmacy Outlets Pan India (hereinafter referred to as 'Service').
2. AND WHEREAS under the terms & conditions of the contract, the Aggregator shall furnish Performance Security Bond for an amount of Rs... (Rupees only) representing in the form of a bank guarantee, in a manner herein contained duly executed by a nationalized bank towards satisfactory performance of the contract and against any loss or damage caused to or suffered or would be caused to or suffered by HLL by reason of any breach by the said Aggregator of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid up to 365 days beyond the date of completion of all contractual obligations by the Aggregator as per the terms & conditions of the said agreement.
3. NOW WE, the _____(Bank) in consideration of the promises do hereby agree and undertake to pay HLL Lifecare Limited, on behalf of the Aggregator, the said sum of Rs. _____(Rupees _____Only), the amount due and payable under the guarantee without any demur, merely on a demand from HLL stating that the amount claimed is due by way of loss or damage caused to, or suffered by HLL by reason of any breach by the said Aggregator of any of the terms and conditions contained in the said agreement or by reason of the Aggregator's failure to perform the said agreement or by reason of unsatisfactory performance of the goods during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____only).
4. WE undertake to pay to HLL the said sum of Rs. _____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Aggregator (s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Aggregator shall have no claim against us for making such payment.
5. WE HEREBY further agree that the decision of HLL as to the amount of damages suffered by HLL by reasons(s) of any breach by the said Aggregator or for non-satisfactory performance of goods as per the terms and conditions of the said agreement, shall be final and binding on us.
6. AND WE, the _____(Bank) do hereby further agree that our liability herein under shall not be discharged by virtue of any agreement between HLL and the Aggregator with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of HLL

showing any indulgence or forbearance to the Aggregator as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.

7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Aggregator.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the said date i.e. _____ all rights of HLL under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 2017

For _____

(Indicate the Name of bank)

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

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

M/s _____ with office atrepresented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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 manufacture /integrator /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 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.
- 3.3 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:-
- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 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.
 - 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.
- 13.2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

Mr. R.P. Khandelwal
Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

BIDDER

Chief Executive

Witness

1.....

2.....

Witness

1.....

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.

Annexure VIII

CHECKLIST

Sl. No.	Documents	Page No.	Remarks
1	Tender Fees- In Form of Demand Draft		
2	EMD in the form of BG/DD		
3	Tender Document Duly Signed and Stamped At All Pages		
4	Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.		
5	Sales Tax Clearance certificate		
6	Copy of PAN Card		
7	Details of Bidder's firm including list of directors/partners, number of staff, turnover and years in business etc		
8	Certificate of incorporation / Memorandum of Article		
09	Declaration as per Annexure IV stating that the firm is not de-registered / Banned / Blacklisted by any Government or any other Statutory Authorities		
10	Recent No conviction certificate		
11	Last three years P & L account and balance sheet duly certified by a Chartered Accountant		
12	Last three years turn over details duly certified by a Chartered Accountant		
13	Documents to prove minimum 3 years of relevant experience in the area of Carrying & Forwarding, Warehousing, operations Management, logistic and freight management.		
14	Annexure -I : Bid Form		
15	Annexure II : Self Declaration- Non Conviction		
16	Annexure III : EMD Form		
17	Annexure IV : Self Declaration		
18	Annexure VI : Integrity pact		
19	Annexure V : Price Bid (Blank in technical Bid and filled form in Price Bid envelope)		