



**HLL LIFECARE LIMITED,
(A Government of India Enterprise)
Kanagala - 591 225 Belgaum Dist. (Karnataka)
Tel. No.: 08333-279398, 279244 Fax No. 08333 - 279245
E-mail :indorehll@gmail.com**

HLL/BG/SOURCE/PHARMA PRODUCTS /LS/KAR/2014-15

Dated 10.10.2014

PROVIDING LIASION SERVICES AT KARNATAKA

SOURCING DEPARTMENT

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TENDER NOTIFICATION

**SUB:- TENDER FOR PROVIDING LIASION AND ADMINISTRATIVE SERVICES AT
KARNATAKA.**

1) Introduction: -

HLL Lifecare Ltd. (A Govt. of India Enterprise) is engaged in manufacturing of various Health Care Products under the direction of Ministry of Health & Family Welfare, Govt. of India.

To address the health issues among the needy citizens of the Karnataka, HLL is being mandated for supply of Ofloxacin tab 200mg, Ciprofloxacin tab 500mg & Albendazole tab 400mg to various places of Karnataka. However, places may vary according to the requirement of Govt. of Karnataka.

HLL would like to use the services of individual professional or a competent firm/ agency to provide liaison and administrative services towards the supply of pharma products to various districts/taluks of Govt. of Karnataka from time to time for a period of ONE YEAR as per the eligibility criteria & scope of the work specified in the tender document

2). Eligibility Criteria:

1. Individual firm can participate in the tender.
2. The bidder should have declared Income of minimum Rs. 25 lakh in any one of the following financial years i.e. 2011-12, 2012-13 and 2013-14 duly certified by chartered Accountant
3. Bidder should have to submit Rs.1 lakh towards the EMD by way of DD/ Cheque in favour of M/s. HLL Lifecare Limited, payable at SBI Nippani.
4. Bidders should have to submit No- Conviction Certificate (Self Attested) as per the format attached.

3) Scope of work :-

The scope of the work is as follows.

1. Collection of orders from Districts and getting a consolidated order from KWLDS.
2. Redistribution of stocks from the state godown to district and taluka level warehouses.
3. Collection of CRC copies from various consignees.
4. Submission of bills and CRC copies to the department.
5. Collection of payment from the department.
6. Any other work assigned by HLL from time to time.

4) Assistance by HLL :-

- a. Details of consignments ready for dispatches will be informed by mail.
- b. Three sets of Invoices will be sent immediately after dispatch.
- c. Transit Insurance will be taken by HLL.

5) Validity: -

The period of contract will be valid for one year.

6) Payment Terms :-

Payment will be made after receipt of payment from Karnataka State Drugs Logistics & Welfare Society, Govt. of Karnataka, Bengaluru, Subject to statutory deduction, if any.

7) Security Deposit :-

The party should deposit Rs. 1,00,000/- towards Security Deposit. HLL will return the same within 90 days from the date of expiry or from the date of termination of the order subject to fulfilling the scope of work.

The party should agree to adjust any amount due to HLL under or any other agreement against the security deposit and the party is entitled to get back only the balance amount.

8) Penalty: -

If the payment is not received from concerned authority within 60 days of supply of material to consignees. Penalty will be imposed suitably as per the Govt rule.

9) Governing Law :-

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

10) Jurisdiction :-

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

11) Termination :-

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

12) Indemnity: -

The party will be held responsible to HLL for all acts of commission or omission of whatsoever nature committed by it or its employees in the course of their duties of otherwise under the order period and should indemnify HLL against all loss or damages suffered consequent there to.

13) Arbitration: -

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

14) Limitation to Agent Authority :-

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

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

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

15) GENERAL CONDITIONS :-

- a. The bid shall be submitted in sealed cover. Tender No. shall be superscripted on the cover in order to clearly identify the bid. The sealed cover addressed to The Joint General Manager (RA & Sourcing), HLL Lifecare Ltd., KANAGALA - 591225, DIST BELGAUM, should reach us on or before the due date and time mentioned in the tender notification. HLL Lifecare shall not be responsible for postal delay if any, in the delivery of the bidding document or non-receipt of the same.
- b. In the event of the date mentioned for opening of Bid being declared subsequently as holiday for HLL Lifecare Ltd., Kanagala the due date for submission and opening of bids will be the following working day and time.
- c. Bids received after the deadline for the submission may not be considered.
- d. Un-sealed tenders received are liable to be rejected and this will be on sole risk of tenderers.
- e. The bidder is expected to examine all instructions, forms, terms and conditions given in the document.
- f. The tender should be complete in all respects & incomplete tenders are liable to be rejected.
- g. Purchaser reserves the right to negotiate with L1 bidder under exceptional conditions.
- h. In the event of placing orders as per requirement: -
 - i. The party has to execute an agreement in the prescribed form in Govt. Stamp Paper as required by rule in force from time to time, and deposit **Rs. 1,00,000/-** towards **Security deposit**.

- ii. The agency have to enter into a contract for one year during which period no price escalation and no change in terms and conditions will be allowed on any ground, unless the circumstances so warrant.
- iii. Penalty at prevailing Bank rate will be charged on delayed payment, if the amount is not received from concerned authority within 60 days of supply of material to consignees

- i. There shall not be any corrections/overwriting on the commercial bid, if so the same are to be duly attested.
- j. HLL Lifecare Ltd. shall fix the criteria for responsiveness of a bid based on critical factors in the tender document. Bids pronounced non-responsive by HLL Lifecare Ltd., shall be summarily rejected.
- k. Suppression of facts will disqualify the tender document.
- l. HLL Lifecare Ltd., reserve the right to qualify or not a tenderer without assigning any reasons. The decision of HLL Lifecare Ltd., will be final and no correspondence will be entertained in this regard.

The sealed cover superscripted with tender No HLL/BG/SOURCE/PHARMA PRODUCTS /LS/KAR/2014-15 Dated 10.10.2014, should reach us latest by 11.00 a.m. on 27.10.2014, which will be opened on 29.10.2014 at 11.00 AM. parties should be ready to attend negotiation at their cost.

Jt. General Manager (RA & Sourcing)

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

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

6	List of Customers: a) Govt. b) Non. Govt. (Proof may be enclosed)	
7	Turnover during last 3 years. (Enclose Certificate from a Chartered Accountant - Format enclosed)	
8	Have you had litigation/arbitration in commercial contract during last 3 years? if so give details.	
10	Name and address of two known customer references	
11	Any other details.	

-- Signature / Name/ Designation
-- Company Seal

Wherever space is insufficient, please enclose separate sheets.

HLL LIFECARE LIMITED, KANAGALA, BELGAUM

COMMERCIAL TENDER FORM FOR PROVIDING LOGISTIC SERVICES AT KARNATAKA

PRICE BID

1	Full Name and Address of the Party	
2	Contact No.	
3	Quoted Rate a) Service charges (towards providing Logistics & administrative services.	
	1. OFLOXACIN TABLETS 200MG	Rs. _____/1,00,000 (One lakh) Tablets (Inclusive of Service Tax)
	2. CIPROFLOXACIN TABLETS 500MG	Rs. _____/1,00,000 (One lakh) Tablets (Inclusive of Service Tax)
	3. ALBENDAZOLE TABLETS 400MG	Rs. _____/1,00,000 (One lakh) Tablets (Inclusive of Service Tax)
4	CST No.	
5	TIN No.	
6	PAN No.	
7	Remarks	

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

Date: -

Place: -

(Signature/Name/Seal)

TURN-OVER CERTIFICATE

We have verified the books and records of M/s _____

Of M/s. _____,

And accordingly we do hereby certify the Turnover as below.

S.No.	YEAR	TURNOVER (Rs.)	DECLARED INCOME
1	2011-12		
2	2012-13		
3	2013-14		

This Certificate is issued on specific request of the party for the participation in

Tender No. _____ Dtd. _____,

of M/s HLL Lifecare Limited, Kanagala- 591 225, Dist. Belgaum.

Date: -

Chartered Accountant

Place: -

Mob. No. _____

Address:
(Office Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) The Schedule of requirements
 - (d) The Supplier’s bid and original Price Schedules

(e) The Purchaser's Notification of Award

(f) *[Add here: any other documents]*

- 3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.**
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.**
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.**
- 6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.**

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

Sl.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

[insert: name of Purchaser], “the Purchaser”

and

[insert: name of Supplier], “the Supplier”

.....END