



HLL LIFECARE LIMITED
(A Government of India Enterprise)
KANAGALA
BELAGAVI DIST. PIN – 591 225
KARNATAKA STATE
PH.NO: 08333-279239, 279244, 279207
FAX: 08333-279245
Website: www.lifecarehll.com

EXPRESSION OF INTEREST
No. HLL:BG: SOURCE: EOI: CM: LL:01:N95:
2020-21 DT.16.09.2020

EOI DOCUMENT

FOR

**“SELECTION OF MANUFACTURERS FOR MANUFACTURE &
SUPPLY OF N-95 FACE MASKS BY UNDER LEASE/
CONTRACT MANUFACTURING/LOAN LICENSE”**

Last date and time for Receipt of Technical Bid : 07.10.2020 up to 11:00 Hrs.

Date and time of opening of Technical Bid : 07.10.2020 at 14.00 Hrs.

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1. NOTICE INVITING EXPRESSION OF INTEREST

HLL Lifecare Limited (Formerly Hindustan Latex Limited) (HLL) is a “Mini Ratna” PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Healthcare Products through its marketing division. HLL invites Expression of Interest from interested parties TO MANUFACTURE & SUPPLY OF N-95 FACE MASKS ON LEASE/ CONTRACT MANUFACTURING on an exclusive basis. Its contents etc are given in this Bid document.

The scope of work under the present Expression of Interest covers the following:

- Willingness to develop BIS Indian standard compliant N-95 mask (FFP2 mask) manufacturing facility as per HLL requirements or to provide established facility (Plant Capacity: 15 Million masks/annum).
- Manufacture & Supply of N-95 (FFP2) masks on Lease / Contract Manufacturing / Under Loan License.
- Ensure strict compliance to all statutory regulations and Medical Devices Rules prevailing in India for each batch of N-95 masks manufactured from the facility.
- Follow BIS quality standards throughout the manufacturing process.
- Ensuring Production of quality products at all stages and at all time.
- Maintenance of on line Batch manufacturing record as per the requirement.
- Readiness to manufacture any other masks or products as per the requirement.

The details of item, item specifications and terms & conditions etc. are given in Tender/EOI documents. The EOI/Tender documents can also be downloaded from our website www.lifecarehll.com or Govt. Procurement Portal eprocure.gov.in.

However, the cost of **Tender documents i.e. ₹. 5000 /-** by **D.D / Banker's Cheque shall be given along with the Technical Bid.**

Last date for Receipt of Technical Bid	07.10.2020 (11: 00 Hrs.)
Opening of Technical Bids	07.10.2020 (14.00 Hrs.)
*EMD amount to be deposited	₹. 5.0 Lakh

* MSME bidders are exempted from payment of Cost of tender documents and EMD submission. The MSME certificate of the bidder must be attached for claiming the exemption.

We request you to submit your sealed Technical bid for the Empanelment of Manufacturers to develop new facility as per HLL requirements or to provide established manufacturing facility and manufacture & supply of N-95 masks by Contract Manufacturing/Under Loan License.

In case you need any further information, please feel free to contact Mr. R K Deshpande, Deputy Manager (Sourcing) on E-mail: indoresd@lifecarehll.com, Cell No. 9480017758.

NATESH K.
GENERAL MANAGER (OPERATIONS) & UC

2. BID DATA SHEET & BACKGROUND NOTE

Address for Submission of Bids	The General Manager (Operations) & UC HLL LIFECARE LTD., KANAGALA – 591 225 DIST : BELAGAVI KARNATAKA STATE Phone : 08333 – 279244 Mobile : 9480017758
Bid validity	90 days from the date of bid opening.
No. Of copies	No. Of copies: 1 original
Dead line for submission of Technical Bid	Venue : HLL, KANAGALA Date: 07.10.2020 (11.00 Hrs)
Date of opening of Technical Bid	Date: 07.10.2020 (14.00 Hrs)

BACKGROUND NOTE

Company Background

HLL Lifecare Limited (formerly Hindustan Latex Limited) (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. Our Corporate head office is at Thiruvananthapuram, Kerala. We have seven production units – two in Thiruvananthapuram, one each at Kakkanad, Irapuram in Kerala and one each at Kanagala, Belagavi, Karnataka & Indore M.P., and Manesar, Haryana. Procurement & Consultancy Office at Noida, Manufacturing facility at CSEZ and Marketing Offices around the Country. We have Five subsidiaries viz., HLL Biotech Ltd., Goa Antibiotics Ltd., HLL Infra Tech Services Ltd., Life spring Hospitals (P) Ltd., and HLL Management Academy.

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

3. ELIGIBILITY CRITERIA FOR BIDDERS

- a) The bidder should have a facility with minimum 5000 sq ft area which can be utilised for production process & QC labs and additional sufficient space for storage of materials and finished products for a Plant capacity of 15 Million N 95 masks / annum.
- b) The bidder should have annual Turnover of ₹. 25.00 Crore (Rupees Twenty Five Crores) during any one of the last three financial years i.e. 2016-17, 2017-18, and 2018-19. Annual Report/Certificate from Chartered Accountant shall be enclosed.
- c) The bidder should have minimum 3 years experience in healthcare sector – either manufacturing of healthcare devices or providing healthcare services. Copy of supply orders /financial statements supporting the claim must be enclosed.
- d) Copy of Site Master File must be enclosed.
- e) A Demand Draft/Banker's Cheque for ₹. 5,00,000/- towards Earnest Money Deposit, drawn in favour of "HLL Lifecare Ltd." and payable at – State Bank of India, payable at Nipani shall be enclosed. MSME with Udyog Aadhar Registration are exempted from payment of EMD as per Govt. guidelines.
- f) A Demand Draft / Banker's Cheque for ₹. 5,000/- towards cost of Tender Form, drawn in favour of "HLL Lifecare Ltd." and payable at Nipani shall be enclosed. MSME with Udyog Aadhar Registration are exempted from payment of EMD as per Govt. guidelines.
- g) A self-declaration to enter into an agreement as stipulated in the tender document in case of contract manufacturing / Under Loan License manufacturing and leasing of N-95 mask manufacturing facility or willingness to develop new facility meeting HLL requirements, within 10 days from the date of issue of order needs to be enclosed with Technical Bid.
- h) The bidder shall submit the undertaking as per format -1 mentioning that the bidder is not blacklisted and that the facility for manufacturing shall exclusively for manufacturing with HLL and there would be no other manufacturing carried out from the facility.
- i) For bidder with existing facility, copy of factory license, plant outlay, list of equipment, list of quality control equipment to be provided.
- j) No conviction certificate for last 1 year / self-declaration must be provided by the bidder
- k) Udyog Aadhar Number must be furnished by the bidder.

l) “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 with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason”.

4. SCOPE OF WORK & GENERAL INSTRUCTIONS TO BIDDERS

General Scope

1. Willingness to develop BIS compliant new N-95 face mask manufacturing facility as per HLL requirements or to provide established facility (Plant Capacity: 15 Million N-95 masks /annum) on lease to HLL for manufacture of N-95 face masks.
2. Manufacture & Supply of N 95 face masks on Lease / Contract Manufacturing / Under Loan License.
3. Ensure strict compliance to all statutory regulations with furnishing of a “Certificate of Analysis” confirming to BIS standards prevailing in India for each batch of all products manufactured from the facility.
4. Follow BIS requirements throughout the manufacturing process.
5. Ensuring Production of quality products at all stages and at all time.
6. Maintenance of on line Batch manufacturing record as per the requirement.
7. The selected manufacturer shall also support HLL in marketing activities and representation to end customer as and when required
8. The bidder shall be willing to manufacture any other product as required by HLL Lifecare on mutual agreement of terms

GENERAL INSTRUCTIONS TO BIDDERS

1. Ethical Standard

- 1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the

Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

2. Cost of Bidding

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

3. Clarification of Bidding Documents

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by e mail at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- b) 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

- a) 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.
- b) The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

Preparation of Bids

5. Language of Bid

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

6. Documents Accompanying the Bid

The Response to mandatory requirements shall consist of:

- a. A forwarding letter indicating the submission of sealed Technical Bid. An authorized person holding the Power of Attorney should sign the letter.
- b. Power of Attorney in original and/or duly notarized.
- c. Signed copy of Tender Document (all pages to be signed & stamped)
- d. Organization structure of the Bidder & escalation mechanism.
- e. Copy of the Manufacturing License from competent authority.
- f. Copies of executed any orders, if available.
- g. For all the parts of the Bid, the Bidder shall prepare one original bid as per Bid Data Sheet (BDS). The Bid consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- h. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

7. Period of Validity.

Contract shall remain valid up to 10 years from the date of signing the agreement; further renewal shall be made upon mutual agreed terms.

Submission of Bids

8. Sealing and Marking of Bids

The Bidder shall prepare and seal in an **envelope** with requisite documents super scribing the envelope as **No. HLL:BG: SOURCE: EOI: CM: LL:01:N95:2020-21 DT.16.09.2020 - "Bid for SELECTION OF MANUFACTURERS TO MANUFACTURE & SUPPLY OF f N-95 FACE MASKS ON LEASE / CONTRACT MANUFACTURING/ UNDER LOAN LICENSE"**

- i) The envelope shall be addressed to HLL at the address given in the bid data sheet and
- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE 07.10.2020 (Mention the date of opening of the bid as given in the tender documents).
- iii) EMD & Bid Document fee shall be sealed in a separate envelope.

- iv) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

The main cover shall contain the following envelopes.

- a. Technical Bid Documents**
- b. EMD & Tender Cost DDs.**
- c. Price Bid**

9. PRICE BID FORMAT

The below mentioned format should be used for submission of financial bid by bidders:

FORMAT FOR SUBMISSION OF FINANCIAL BID

Percentage of Revenue Share offered to HLL	
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(For e.g - If a party quotes 20%, out of a total revenue of ₹ 100, ₹ 80 would be transferred back to the party after taking HLL's share of ₹ 20)

The price bid shall be submitted in a separate sealed envelope.

10. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

11. Late Bids

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

12. Modification and Withdrawal of Bids

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

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

- 12.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
- (a) The Bidders shall provide copy of any modification(s) to its bid, clearly identified as such, marked BID MODIFICATIONS ORIGINAL The envelope shall be sealed in which shall be duly marked BID.
- 12.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 12.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
- 12.5 In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 12.6 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.
- 12.7 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.
- 12.8 The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

Bid Opening and Evaluation

13. Opening of Bids by HLL

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

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

Date of Opening of Price Bids of qualified bidders will be intimated later.

14. Preliminary Examination of Bids

- 14.1 HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents

have been properly signed, and whether the bids are generally in order.

- 14.2 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.

15. 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.

16. Contacting HLL

- 16.1 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.

- 16.2 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.

17. HLL's Right to Accept or reject any or all Bids

- 17.1 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.

- 17.2 HLL reserves the right to inspect the manufacturing premises, if so warranted before empanelment and any time during the contract period

18. 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. For all the accepted EOI bidders, HLL will ask to submit a commercial offer quoting the percentage of the margin which shall be shared with HLL from the product sale price to end customer. The bidder quoting the highest margin shall be selected and awarded the contract.

19. Signing of Contract

- a. At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties. The contract shall be for a period of 10 years from the date of signing the contract.
- b. 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 ₹ 100/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.

SPECIFIC TERMS & CONDITIONS OF CONTRACTS

1. The manufacturer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or person what so ever.
2. The manufacturer must submit Batch wise Test Analysis report of N-95 face mask from BIS only in original along with each consignment.
3. The manufacturer shall submit batch wise samples of N95 face masks supplied to the undersigned before the commencement of supply.
4. The N-95 face masks shall be supplied in the package specified in Compliance of BIS and Government of India requirements and the package shall carry the logograms specified.
5. No advance payment towards costs of N-95 face masks etc. shall be made to the supplier. The payment against part supply will not be entertained.
6. On completion of supplies of ordered quantities, bills/Invoices should be raised in triplicate in the name of HLL Lifecare Limited.
7. If any time a particular product is found damaged or the packaging has deteriorated or the test reports has failed then the supplier has to replace the whole quantity of item at his own cost within 30 days.
8. There is no commitment on minimum order which shall be provided by HLL

CONDITIONS OF THE CONTRACT

1. Settlement of Disputes

- 1.1 Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. 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 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 works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the bidder shall continue to be made in terms of the contract.

1.4 **Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

1.5 **Jurisdiction of Courts**

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 one week from date of issue of Letter of Acceptance / as per HLL requirement.

3. **Bidders Responsibilities**

3.1 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.

3.2 The bidder shall acquire in the name of HLL, 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.

- 3.3 The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
- 3.4 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.
- In particular, the key personnel namely the Project Leader, Quality Assurance personnel required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.
- 3.5 If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
- 3.6 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.

4. Terms of Payment

The payment will be on the basis of back to back payment after receiving the payment by HLL from the End Customer.

5. Delivery Schedule

THE QUANTITY TO BE DELIVERED WILL BE INTIMATED AS PER THE SCHEDULE GIVEN FROM TIME TO TIME – F.O.R: Various consignees of various States.

6. Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, 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.

7. Intellectual Property

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

8. Confidential Information

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information)

9. Force Majeure

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, 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 / or declaration of national disaster management act, 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 fourteen (14) days after the occurrence of such event.

Change in Contract Elements

10. Termination

Either Party may at any time terminate the Contract for any reason by giving the other Party a thirty days (30) notice of termination in case of breach of any terms of this Contract

11. Termination for bidders Default

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 13 (Assignment); or
- (b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

12. Termination for HLL's Default

- (a) If HLL do not release the payment to the Bidder as per the agreed payment terms

13. Assignment

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

FORMAT-1

SELF-DECLARATION
(on Bidder's Letterhead)

To,
The General Manager (O) & Unit Chief,
HLL Lifecare Limited
KANAGALA – 591 225

Dear Sir,

This is to certify that our Company has not been Black Listed either by State Government or Government of India in connection with Manufacturing or Sourcing, Packaging & Distribution of N-95 facemasks or other related medical products manufactured by us.

We offer to provide our facility for manufacturing of N-95 exclusively for HLL Lifecare and shall not carry out any other manufacturing unless specified/ approved by HLL Lifecare

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

FORMAT-2

SELF-DECLARATION

To,
The General Manager (O) & Unit Chief,
HLL Lifecare Limited
KANAGALA – 591 225

Dear Sir,

This is to certify that we have declared our Udyog Aadhar Memorandum
Registration Number in Central Public Procurement Portal & our Registration
Number is _____.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

BID FORM

Date_____

To,
The General Manager (O) & Unit Chief,
HLL Lifecare Limited
KANAGALA – 591 225

We, the undersigned have examined the above-mentioned TENDER document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver N-95 face masks (Description of item and services) in conformity with your above referred document attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the N-95 face masks as per your requirements and perform the services as mentioned above

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

We also accordingly confirm to abide by this tender up to the aforesaid period and this tender 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 TE document, including amendment/ corrigendum if any.

(Signature with date)

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

FORMAT-3

FINANCIAL BID FORWARDING LETTER

Ref:

Date:

To,

The General Manager (O) & Unit Chief,

HLL Lifecare Limited

KANAGALA – 591 225

Dear Sir,

Sub: Manufacturing & Supply of N-95 Face Masks under Loan Licence/Contract Manufacturing/Lease basis.

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services for Manufacturing & Supply of N-95 Face Masks in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

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

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

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

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

We further declare that, we hereby agree to replace the products 3 months before shelf life expiry.

We declare that price/ rate offered is for N-95 FACE MASKS and all other related activities.

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

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position] Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

FORMAT-4

FORM OF UNDERTAKING

Date_____

To,
The General Manager (O) & Unit Chief,
HLL Lifecare Limited
KANAGALA – 591 225

Dear Sir,

Sub : Self Declaration to enter into an agreement.

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services for Manufacturing & Supply of N-95 Face Masks in full conformity with the Bidding Documents.

We undertake that in case our bid is accepted, we shall offer our Plant for lease/ ready to take up manufacturing & supply of masks on Contract Manufacturing/ Loan Licence & commence work and shall make all reasonable endeavor to achieve contract acceptance.

We undertake that in case our bid is accepted, we are ready to set up the plant as per HLL requirement & offer the same for manufacturing & supply of masks on Contract Manufacturing/ Loan Licence.

(Strike out the clause not applicable)

(Signature with date)

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

FORMAT-5

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*Insert: **Name of 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:

S.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"

FORMAT - 6

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/Smt _____, 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

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original 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.

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, t HLL is entitled to disqualify the BIDDER from the tender process.

Clause. 4. Equal treatment of all Bidders/Contractors/ Subcontractors

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation/Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages

- equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 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

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

HLL

Sign:

Name:

Designation

Witness

1.....

2.....

BIDDER

Sign:

Name:

Designation

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.