



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
**HLL BHAVAN**  
26/4, Tambaram Velacherry Main Road  
Pallikaranai  
CHENNAI 600 100  
Website: [www.lifecarehll.com](http://www.lifecarehll.com)

**TENDER No.**  
**HLL/CMO/SN-DS/HRY/2020-21**  
**DT. 13.07.2020**

**TENDER DOCUMENT**

**FOR**

**PROVIDING DISTRIBUTION SERVICE IN HARYANA**  
**STATE**

Last date and time for Receipt of Technical Bid  
& Price Bid : **03.08.2020 up to 11.30**  
**AM.**

Date and time of opening of Technical Bid : **03.08.2020 at 12:30**  
**PM.**

Date and time of opening of Price Bid : **WILL BE INTIMATED**  
**LATER**



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## **Notice Inviting Tender**

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

The scope of service and terms & conditions etc. are given in Tender documents. Further, Tender documents can also be downloaded from our website **[www.lifecarehll.com](http://www.lifecarehll.com)**. However cost of Tender documents i.e. Rs. 500 /- by D.D. shall be submitted with the Technical Bid.

Last date for Receipt of Technical & Price Bid	03.08.2020 (11.30 AM.)
Opening of Technical Bids	03.08.2020 (12:30 PM)
Opening of Price Bids of qualified Bidder	WILL BE INTIMATED LATER
*EMD amount to be deposited	Rs. Two Lakh

- **A Demand Draft towards Earnest Money Deposit, drawn in favour of "HLL Lifecare Ltd." and payable at Chennai 600 100 shall be enclosed with Technical Bid failing which the Tender will be summarily rejected.** Exemption: SSI units / bidders who are currently registered and also will continue to remain registered during the tender validity period with DIC or NSIC for the specific goods as per the enquiry / tender document shall be eligible for exemption from payment of EMD on submission of valid copy of their registration certificate duly renewed along with the quotation / offer

Sealed Technical & Financial bids for the work are invited.

In case you need any further information, please feel free to contact the undersigned on E-mail: [dvp.cmo.hll@gmail.com](mailto:dvp.cmo.hll@gmail.com)  
Ph. No: 044-29813733 .

**Deputy Vice President (WHD)**



## **BID DATA SHEET**

<b>Address for Submission of Bids</b>	Deputy Vice President-(WHD) HLL Lifecare Limited HLL BHAVAN, 26/4 Tambaram Velacherry Main Road Pallikkaranai, Chennai 600 100. Tel: 04429813733
Bid validity	One year from the date of opening the Financial bid.
No. Of copies	No. Of copies: 1 original
Dead line for submission of Technical & Price Bids	<b>Date: 03.08.2020, Time: 11.30 AM.</b>
Date of opening of Technical Bid	<b>Date: 03.08.2020, Time: 12.30 PM.</b>
Date of opening of Price Bid	<b>WILL BE INTIMATED LATER</b>

### **COMPANY BACKGROUND**

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

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

**HLL being an implementation partner in menstrual hygiene program and mandated for supply of sanitary napkins to various places of Haryana state.**

**HLL would like to use the services of competent agencies who can provide comprehensive distribution services on rate contract basis for a period of two years.**



## **ELIGIBILITY CRITERIA FOR BIDDERS**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents to be submitted</b>
<b>a.</b>	<b>The party should be operating from Haryana and should have office and other infrastructure in Haryana</b>	<b>Self declaration and Rental Agreement/registration Certificate</b>
<b>b.</b>	<b>The party should have distribution service experience during the last 4 years</b>	<b>Self-Declaration and /or any other proof to substantiate.</b>
<b>c.</b>	<b>Bidders should submit Rs. 2,00,000/- in the form of D.D. towards Earnest Money Deposit</b>	<b>DD shall be enclosed along with Technical Bid</b>
<b>d.</b>	<b>The party should have 2yrs experience in executing/coordinating govt. in similar contracts in Haryana</b>	<b>Self-Declaration with proof.</b>



## **SCOPE OF WORK**

The scope of work is as follows.

- a. Coordinating with the consignees for the smooth unloading of goods supplied.
- b. Intimation of Shortage/damages; if any , to the authorized HLL person for immediate replacement and/or for settlement.
- c. Co-ordination with the department for arranging samples from the consignees for testing within the specified time and timely submission of stock entry certificate.
- d. Ensure to obtain the necessary acknowledgement/Certificate from the respective delivery points/offices for upward submission for payment.
- e. Timely intimation of non-receipt of Test report at the delivery points, (without which re- distribution of stock will not take place), to avoid piling up of stock at one point which results in Holding up of truck of the subsequent supply or diversion of truck
- f. Collecting all invoices and other required documents and proper submission to the concerned authority of the State Government for payment processing.
- g. Follow up for payment and providing the details of bills passed.
- h. Any other related work pertaining to the distribution of Stock/SN.

### **GENERAL INSTRUCTIONS TO BIDDERS**

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

- 1.1. Bidders are expected to observe the highest standard of ethics during the process of the tender. 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 distribution process or in Contract execution; and
- II. Fraudulent practice: means a misrepresentation of facts in



order to influence distribution process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

## **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Tender Inviting Authority (TIA) 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 TIA in writing, or by mail at the TIA mailing address indicated in the Invitation for Bids. The Service receiver will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Service receiver.
- b) During the bid evaluation, the Service receiver may, at its discretion, ask the Bidder for any 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 Service receiver may, for any reason, modify the Bidding Documents by amendment will be published in the company website.

## **Preparation of Bids**

### **5. Language of Bid**

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

### **6. Documents Accompanying the Bid**

The Response to mandatory requirements shall consist of:

- a. A forwarding letter indicating the submission of separate sealed Technical and Financial bids. An authorized person should sign the letter.



- b. Signed copy of Tender Document (all pages to be signed & stamped)
  - c. Organization structure of the Bidder in case the bidder is an agency.
  - d. Proof of execution of SERVICE of similar nature (copies of executed services may be enclosed)
- 7.** For all the parts of the Bid, the Bidder shall prepare one original as per Bid Data Sheet (BDS), clearly marking as “Original Bid”. The original consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- 8.** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

## **9. Financial Bid**

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

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

Bid shall remain valid up to completion of the rate contract from the date of opening the financial bid.

## **Submission of Bids**

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

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





All the documents shall be sealed in an **outer envelope**, duly marking the envelope as **TENDER No. HLL/CMO/SN-DS/HRY/2020-21**

**DT. 13.07.2020 and due date & time.** The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and

- i) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. .... (Mention the date of opening of the bid as given in the tender documents).
- ii) 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.
- iii) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

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

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

#### **12. Late Bids**

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

#### **13. Modification and Withdrawal of Bids**

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

- 13.1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 13.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
  - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID



MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.

13.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

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

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

**15.** The TIA may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Service receiver and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

TIA 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/email will not be accepted.

The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

## **Bid Opening and Evaluation**

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

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

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

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

17.1 HLL will examine the bids to determine whether they are



complete, any computational errors have been made, required securities have been furnished, the documents have been properly signed, and the bids are generally in order.

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

- 17.2 Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.
- 17.3 HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **18 Clarifications on Bids**

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

### **19 Contacting HLL**

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

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

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

### **21 Notification of Award**



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

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

## **22 Engaging of Contract**

**22.1** At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

**22.2 Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 100/-, sign, date and return it to HLL.**

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

## **23. Assistance by HLL**

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

## **24. Validity**

The period of contract will be till completion of the supply contract of TIA and extendable upto 6 months at the discretion of the TIA.

## **25. Payment Terms**

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

## **26. Security Deposit**

The party should deposit Rs. 2,00,000/- towards Security Deposit in the form DD. HLL will return the same within 60 days from the date of expiry of the contract without any interest.

The EMD paid shall be made as Security Deposit.



## **27. Penalty**

- 1) The payment collection to be completed within 60 days from the date of submission of bills.
- 2) Payment collected beyond 60 days but within 90 days , a penalty at 0.25% will be charged.
- 3) Payment collected beyond 90 days but within 120 days, a penalty at 0.5% will be charged.
- 4) No service charge is applicable for the payment collected beyond 120 days from the date of submission of bills.

## **28. Governing Law**

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

## **29. Jurisdiction**

Any dispute arising out of this contract will be referred to court at Thiruvananthapuram.

## **30. Termination**

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

## **31. Indemnity**

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

## **32. Arbitration**

All disputes or differences or claims will be settled amicably through mutual negotiation. However unsettled issues/disputes/differences will be referred for Arbitration to a sole Arbitrator as per the



provisions of the Arbitration and Conciliation Act 1996 or any statutory enactments thereof. The award of the authority will be binding on both the parties.

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

The party to whom the work order is issued will neither 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/Contract to any party without the prior written consent of HLL.



## SPECIFIC TERMS & CONDITIONS OF CONTRACTS

1. The bid shall be submitted in sealed cover. Tender No. and due date shall be superscripted on the cover in order to clearly identify the bid. The sealed cover addressed to The Deputy Vice President (WHD), HLL LIFECARE LIMITED, HLL BHAVAN, 26/4 Tambaram Velacherry Main Road, Pallikaranai, Chennai 600 100 should reach us on or before the due date and time mentioned in the tender notification. HLL Lifecare shall not be responsible for postal delay; if any, in the delivery of the bidding document or non-receipt of the same.
2. In the event of the date mentioned for opening of Bid being declared subsequently as holiday for HLL Lifecare Ltd., Chennai the due date for submission and opening of bids will be the following working day and time.
3. Bids received after the deadline for the submission may not be considered.
4. Un-sealed tenders received are liable to be rejected and this will be on sole risk of tenderers.
5. The bidder is expected to examine all instructions, forms, terms and conditions given in the document.
6. The tender should be complete in all respects & incomplete tenders are liable to be rejected.
7. THERE WILL NOT BE ANY POST TENDER NEGOTIATION EXCEPT WITH L1 PARTY
8. In the event of placing orders as per requirement: -
  - i) The party has to execute an agreement in the prescribed form in Govt. Stamp Paper as required by rule in force from time to time, and deposit **Rs. 2,00,000/-** towards **Security deposit**.
  - ii) The agency/individual have to enter into a contract for the RC period during which period no price escalation and no change in terms and conditions will be allowed on any ground, unless the circumstances are so warrant.
9. There shall not be any corrections/overwriting on the commercial bid, if so the same are to be duly attested.



10. HLL Lifecare Ltd. shall fix the criteria for responsiveness of a bid based on critical factors in the tender document. Bids pronounced non-responsive by HLL Lifecare Ltd., shall be summarily rejected.
11. Suppression of facts will disqualify the tender document.
12. HLL Lifecare Ltd., reserve the right to qualify or disqualify a tenderer without assigning any reasons. The decision of HLL Lifecare Ltd., will be final and no correspondence will be entertained in this regard.
13. Parties should be ready to attend negotiation, if called for; at their own cost.

Deputy Vice President (WHD)





**HLL LIFECARE LTD., HLL BHAVAN, CHENNAI  
DETAILS OF BIDDER**

<b>SI No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Name & Address of Bidder: Contact Person Phone / Mobile No. FAX / E-mail ID.	
<b>2</b>	a) Constitution of the Firm: Proprietary / partnership/ Pvt. Ltd./ Ltd.:	
	b) Name of the owner/Partner/Director:	
<b>3</b>	Years of experience in similar activities.  Proof of completion of similar contracts should be attached	
<b>4</b>	Have you ever had litigation/ arbitration in commercial contract during last 2 years? if so give details.	
<b>5</b>	Name and address of two known customer references	
<b>6</b>	Copy of PAN, GST, ITR, Balance Sheet, TAN	
<b>7</b>	Any other details.	



Designation

-- Signature / Name/

-- Company Seal

Wherever space is insufficient, please enclose separate sheets.

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

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

Deputy Vice President (WHD)

HLL Lifecare Limited

HLL BHAVAN, 26/4 Tambaram Velacherry Main Road

Pallikaranai, Chennai 600 100.

Dear Sir,

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

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

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

Date:  
Place:

Signature:

Name:  
Designation:  
Common Seal:



## **SELF-DECLARATION**

To,  
Deputy Vice President (WHD)  
HLL Lifecare Limited  
HLL BHAVAN, 26/4 Tambaram Velacherry Main Road  
Pallikaranai, Chennai 600 100.

Dear Sir,

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

We are operating from the state of Haryana and have 2years experience in executing similar Govt. contracts in Haryana .

Also state that we are not convicted by any court of Law for the last 2 years and/or any case pending against us/Firm.

We are having warehousing and distribution experiences for the last 2 years.

Date:  
Place:

Signature:  
  
Name:  
Designation:  
  
Common Seal:



**PRICE BID**

**TENDER No. : TENDER No. HLL/CMO/SN-DS/HRY/2020-21**

**DT. 13.07.2020**

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(Page No. 22)**

**FORMAT- 3**

**Price Schedule**



**HLL LIFECARE LIMITED, HLL BHAVAN, CHENNAI**  
**PRICE BID**

1	<b>Full Name and Address of the Party</b>	
2	<b>Contact No.</b>	
3	<b>Service tax registration no.</b>	
4	<b>TIN No.</b>	
5	<b>PAN No.</b>	
6	<b>Remarks</b>	
7	<b>Quoted Rate</b> a) <b>Service charges (towards providing Distribution services for the Haryana state</b>	<b>Rs. ____/1,00,000</b> <b>(One lakh) pieces including Service Tax (if applicable)</b>

**Above rates are applicable till the expiry of the contract and are inclusive of all taxes. All the terms & conditions of tender notifications are accepted and binding on me.**

**Date: -**

**Place: -**

**Name/Seal)**

**(Signature/**

Place: -

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

Address:

(Office Seal)

**FORMAT-4**

**FINANCIAL BID FORWARDING LETTER**

Ref:

Date:

To,

Deputy Vice President

HLL Lifecare Limited

HLL BHAVAN, 26/4 Tambaram Velacherry Main Road

Pallikaranai, Chennai 600 100.



Dear Sir,

**Sub: Distribution Service Provider in Haryana state**

**Tender Ref. No.**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **Distribution Service Provider in Haryana state** under the above-named Contract in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall:

1. Commence work and shall make all reasonable endeavor to achieve contract acceptance.

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

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

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

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

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

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



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

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

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

## **FORMAT-5**

### **FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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





- (2) *[Insert: **name of Supplier**]*, a corporation incorporated under the laws of *[insert: **country of Supplier**]* and having its principal place of business at *[insert: **address of Supplier**]* (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Service receiver and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) The Schedule of requirements
  - (d) The Supplier’s bid and original Price Schedules
  - (e) The Service receiver’s Notification of Award
  - (f) *[Add here: **any other documents**]*
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Service receiver to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Service receiver to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Service receiver, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings,



claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.

5. The Service receiver hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Supplier acknowledges that the Service receiver acts as distribution agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

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

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

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Service receiver

Signed: \_\_\_\_\_

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

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

For and on behalf of the Supplier



Signed:

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

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

CONTRACT AGREEMENT

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

BETWEEN

[ insert: **name of TIA** ], “the TIA”

and

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

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