

HLL Biotech Limited
(A Government of India Enterprise)
(A Subsidiary of HLL Lifecare Limited)
Corporate identity number of HBL: U24290KL2012GOI030732 dtd 12.3.12

BID REF No: HBL/IVC/STAFF_TRANSPORT/17-18 dated 13.10.2017

**E-TENDER FOR PROVIDING VEHICLES FOR STAFF TRANSPORTATION
AT INTEGRATED VACCINE COMPLEX, CHENGALPATTU**

NOTICE INVITING TENDER (NIT)
HLL BIOTECH LIMITED.

**TENDER NOTICE FOR PROVIDING VEHICLES FOR STAFF TRANSPORTATION AT IVC,
CHENGALPATTU.**

TENDERS ARE INVITED FROM VENDORS FOR ABOVE SAID SERVICE:

S.No.	Description	Schedule
1.	Tender Ref Number	HBL/IVC/STAFF_TRANSPORT/17-18 dated 13.10.2017
2.	Pre-Bid meeting date and time.	20.10.2017 at 11:00 Hrs
3.	Closing date & time for receipt of Tender	06.11.2017 at 15:00 Hrs
4.	Time and date of opening of Technical Bids	06.11.2017 at 15:30 Hrs
5.	Venue of Pre-Bid meeting	HLL Biotech Limited, Integrated Vaccines Complex, SR No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamil Nadu, India
6.	Venue of Opening of Techno Commercial Bids	Online (e-Tender), IVC Chengalpattu.
7.	SERVICE TO BE OFFERED	VEHICLES FOR STAFF TRANSPORTATION ON HIRE BASIS
8.	Duration of the Contract	ONE YEAR FROM THE AWARD OF CONTRACT. HOWEVER, THE SAME MAY BE FURTHER EXTENDED FOR ONE YEAR OR PART THEREOF ON SAME TERMS & CONDITIONS ON MUTUALLY AGREED BASIS.
9.	EMD to be deposited	Rs. 1,20,000/- (RUPEES ONE LAKH TWENTY THOUSAND ONLY)

Interested parties may visit www.lifecarehll.com / www.hllbiotech.com
/http://eprocure.gov.in/cppp , www.tenderwizard.com/HBL to download the Tender.

Subsequent amendments/ addendum if any will be published in these websites, the parties are advised to visit the website regularly for updates. Tenders in sealed envelopes super scribing,

INTRODUCTION OF THE COMPANY

HLL Biotech Limited (HBL) was incorporated as a subsidiary of HLL Lifecare Ltd, a Government of India Enterprise under the Ministry of Health and Family Welfare, Government of India. HBL is conceived to take the lead role in providing products, services and assistance in achieving our country's goals in immunization and eradication of deadly diseases.

HBL is setting up an Integrated Vaccine Complex (IVC) at Chengalpattu, an emerging industrial hub in the southern tip of Chennai, Tamil Nadu state. Project outlay for IVC is Rs 6.00 Billion and 75% of the products & services will be designed to meet the targets of the Universal Immunization Policy (UIP) of the country.

This project has been declared as a "Project of National Importance" by the Government of India.

SCOPE OF WORK

The scope of work is **providing vehicles on hiring basis for staff transportation as detailed below at Integrated Vaccine Complex, Chengalpattu.**

S.No.	Services	Qty
1	26/32 seater (A/c) Monthly hiring charges for a normal run up to 3600 kms to be covered in a calendar month or 26 days in a month.	2 No.s
2	26/32 seater (A/c) Monthly hiring charges for a normal run up to 4000 kms to be covered in a calendar month or 26 days in a month.	1 No.
3	40/50 seater (A/c) Monthly hiring charges for a normal run up to 3000 kms to be covered in a calendar month or 26 days in a month.	1 No.

Note: The bidder shall quote for all the line items.

Consignee Address:

HLL Biotech Limited, Integrated Vaccines Complex, SF No 192 & 195, Thirumani Village, Chengalpattu– 603001 Tamil Nadu, India.

1. Instruction to Bidders

1. The bid is invited for **providing vehicles on hiring basis for staff transportation**. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies or HBL in participation and award of such contracts.
2. **Non-Refundable e-Tender Processing Fee – Rs.6,800/- (inclusive of GST)** shall be payable online to M/s ITI Limited, Chennai through their e-payment gateway by credit / debit card or internet banking facility.
3. Due date of submission of the bid will be on **06.11.2017 at 15:00 Hrs**. The technical bid will be opened on the same day at **15:30 hrs**. The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.
4. Bids shall be valid for 120 days from the date of technical bid opening.
5. The bids should contain complete technical specification of the equipment along with detailed illustrations and diagrams to facilitate evaluation.
6. For any queries regarding e-tendering, the bidder can contact the following executives of **M/s. ITI Limited, Chennai**:
 - 1.6.1 Jagdeeshan – 8144830328/9043551915
 - 1.6.2 S Dinesh – 9894191904
 - 1.6.3 S Kirubakaran – 9962676264
 - 1.6.4 S Madan – 9941947400
 - 1.6.5 Bangalore Helpdesk – 080 40482000

2. Mode of submission of Bids

- a. EMD (Earnest Money Deposit) shall be submitted in the mode of Net banking or debit/credit card through the e-payment gateway provided by the www.tenderwizard.com/HBL web portal.
- b. EMD Amount: **Rs. 1,20,000/-** (Rupees One Lakh Twenty Thousand only)

**DOCUMENTS TO BE FILLED, SCANNED AND UPLOADED IN THE E-TENDERING WEBSITE WITHIN
THE PERIOD OF TENDER SUBMISSION**

- a. ~~Annexure: I IRS & Datasheet dully signed and stamped on all the pages Deleted~~
- b. ~~Annexure : II (Bid Data sheet) – duly filled, signed and stamped Deleted~~
- c. **Annexure: III** Documents required as per Minimum Eligibility Criteria
- d. **Annexure: IV** (Bid form) - duly filled, signed and stamped
- e. **Annexure : V** ~~(Manufacturer Authorization Form) – duly filled, signed and stamped Deleted~~
- f. **Annexure: VI** (Drawings if any)
- g. Deviation list shall be attached if any
- h. **Tender document and addendum/corrigendum** – all the pages of documents shall be duly signed and stamped.

Tenderers are requested to comply with the following instructions:

- a. **Service provider can upload documents in the form of JPG format/ PDF format or any applicable format. The size of individual file should not exceed more than 5MB.**
- b. **After submission of the online bid the service provider can re-submit revised online bid any number of times but before last date and time of submission of tender as notified.**
- c. **While submitting the revised bid, service provider can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of tender as notified.**
- d. **The rate (s) must be quoted in decimal coinage. Tenderers must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).**
- e. **The rate quoted shall be inclusive of all applicable taxes.**

3. Minimum Eligibility Criteria

1. The tenderer should have relevant and adequate experience in providing vehicles on hire basis during the last three financial years.
2. The tenderer should be having its administrative office in Chennai / Kancheepuram district.
3. The average annual turnover in the last 3 Financial Years should not be less than Rs. 2 crores.
4. Net worth of the Tenderer should be positive during the last three financial years.
5. The Bidder should have valid Registration No. of GST and PAN number.
6. The Purchaser reserves the right to assess the Tenderer's competency to perform the contract satisfactorily by inspecting their facility. Such assessment shall be done for each technically responsive bidder before opening the Price Bid."

DOCUMENTS TO BE SUBMITTED BY THE BIDDER:

1. Copy of Service / Work order for the last three financial years with details of Scope of work, no. of vehicles, payment terms, contract period etc. and Satisfactory completion certificate from client for the same on the clients' letterhead.
2. List of clients where vehicles are currently being operated with the contract commencement date and duration of the contract.
3. Self-attested copy of Company / Partnership / Sole proprietorship registration certificate.
4. Self-attested copies of income-tax returns for the last three years.
5. Self-attested copy of GST registration and PAN.
6. Details of total number and types of vehicles in the fleet.
7. Successful bidder shall submit copy of Insurance certificate, Road Fitness Certificate, State Road Tax payment receipt, State Permit and valid Pollution Control Certificate.
8. Financial statements (Profit & Loss statement and Balance sheet) duly audited and certified by a CA for the last three financial years (2014-15, 2015-16 and 2016-17).
9. Self-declaration on the letter head of the bidder regarding non-involvement in any illegal activities or financial frauds and has not been debarred / blacklisted by any of their clients.

10. Self-declaration on the letter head of the bidder that its contract was not terminated for performance related reasons.

GENERAL TERMS & CONDITIONS:

1. Request for fuel revision will be entertained and compensated only if the prices of fuel increase beyond 15% from the date of commencement of contract. In case fuel prices fall below 15% of quoted prices, the same benefit will be passed to HBL. Every 15% increase or decrease in fuel prices will lead to a corresponding increase or decrease in quoted prices considering mileage as 7 Kms/ltr.
2. All the buses provided by the service provider should be air-conditioned, enabled with Wifi and audio system.
3. HBL name and logo should be prominently displayed on the 'vehicles to be provided'.
4. Vehicle sent as replacement / Standby will also be subjected to inspection and approval by HBL competent authority.
5. The bus should be insured for unlimited passenger liability. In case of any violation of statutory norms such as Insurance etc. HBL will be at liberty to prefer a full claim with the Service Provider.
6. The bus shall always carry mandatory spares viz., tool kit, fuses, tyre (spare wheel), spare plugs, fan belts, etc and should have adequate fuel. It should also have necessary firefighting equipment and a First Aid Kit.
7. Payment to the service provider for the bus will be on monthly basis based upon the bill submitted by the service provider. In case of deficiency of services like non availability of vehicle in time for staff/ the authority may impose penalty to be deducted from the monthly bill of the service provider on pro-rata basis. The decision of the HBL Administration will be final and binding on the service provider.
8. HBL reserves the right to terminate the contract by giving 30 days' prior notice and without assigning any reason whatsoever.
9. AGE OF VEHICLES: First registration of the vehicle should be on or after October 2016.
10. DRIVER: The service provider would ensure that the drivers employed by them have valid driving license and carry the necessary registration papers and verified address proof. The

service provider has the responsibility to verify the antecedent of the driver and submit the declaration duly signed on their letter head that the same was verified. The driver should be well behaved, dressed appropriately (Company uniform and ID card) and conversant with the traffic rule/regulations and city roads/routes of Chennai & Chengalpattu. It will be the responsibility of the driver to get the duty slips and log book entries indicating time, start kilometer, end kilometer and distance covered from HBL to places visited for each occasion of journey, signed by the officer/staff traveling on a day to day basis.

11. TELEPHONE SUPPORT: The service provider should provide sufficient telephone numbers for contacting round the clock. Vehicles provided to HBL should be available round the clock at HBLs' disposal.
12. INSURANCE PAPERS: It will be the responsibility of the service provider to carry the proper valid insurance covers to all the passengers. Proof of valid insurance of all the vehicles quoted by the service provider should be submitted at the time of acceptance of the contract. The bidder shall also agree to indemnify HBL against all losses and claims arising out of any negligence or misconduct on the part of the service provider.
13. ACCIDENT HANDLING: If during the course of engagement of the vehicles to the services of HBL, any accidents occur either to the vehicle or to the third party, HBL will not be held responsible and any liabilities including claims from third parties (also for the staff of HBL) arising out of such accidents will be the responsibility of the service provider only.
14. ADHERENCE TO ALL STATUTORY REQUIREMENTS: The vehicles provided to HBL should fulfil all the norms and statutory regulations prescribed by the Government of Tamilnadu, Department of Transport for Hired Vehicles.
15. If replacement vehicle is not provided on time, alternate arrangement will be made and the cost thereof will be deducted from the payment to be made to the service provider. Cost of alternate arrangements made by HBL in the event of the service provider failing to provide the services, will be recovered from the service provider.
16. Toll charges, Entry/permit charges if any, parking charges will be borne by HBL for which the original receipts should be submitted along with monthly bill.

17. All incidental expenditure towards repair will have to be borne by the service provider. The service provider should be responsible for repairing their vehicles and during repair time they should immediately provide replacement with a substitute vehicle (equivalent to the running vehicle) and driver at no extra cost to HBL.
18. If the service provider, at any point of time during the official duty, fails to perform duties as directed by HBL, HBL reserves the right to forfeit the security deposit and also to cancel the contract without any notice.
19. No advance payment is payable by HBL or the officers traveling in such vehicles. The billing will be done on a monthly basis and it should be submitted by the service provider by the first week of the following month. Payment will be made only for those entries in log books and duty slips which is certified by the officer in-charge.
20. The contract could be considered for extension based on satisfactory service performed by the service provider and by mutual agreement for such further period(s) as may be agreed upon, but not exceeding one year at a time.
21. The disputes, if any, arising out of this contract will be subjected to the jurisdiction of courts in Chengalpattu only.

4. Country of Origin

4.1 Deleted.

5. Bid Evaluation

Bid determined to be substantially responsive will be checked by HBL for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- c. The tenderer shall quote only in Indian Rupees.
- d. Total landed price for all the tendered vehicles shall be considered for evaluation.

6. Tender Price & Documents

- a) The price of the services should be quoted on **FOR IVC Chengalpattu basis** with the detailed breakup of basic rate and GST.
- b) Charges towards premium amount of Insurance policy would be borne by the Supplier as mentioned in the terms and conditions.

Landed quoted price will be considered for comparison and evaluation.

7. Exemptions/Forms

Deleted.

8. Rejection of bids

Notwithstanding the above conditions, HBL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HBL's action.

9. Notification of Award

- 9.1 Prior to the expiry of the period of offer validity prescribed by HBL, HBL will notify the successful Bidder by Tele-fax or e-mail, to be confirmed in writing by registered post/ by courier, that his offer has been accepted. The service order will be issued to the successful bidder. No correspondence will be entertained by HBL from the unsuccessful Bidders.
- 9.2 Upon selection of the successful bidder (technically qualified L1 party) HBL will promptly notify the same to successful Bidder through a Service Order.
- 9.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMD's of technically non-responsive bidders will be returned after financial bid opening.

TERMS AND CONDITIONS

1. DEFINITION:

1.1 For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -

- i. "HBL" means HLL Biotech Limited, which expression shall unless excluded by or repugnant to the context include HBL's representative.
- ii. "Service provider/ Bidder" Means successful lowest bidder.
- iii. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- iv. "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- v. "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

2. PAYMENT SCHEDULE:

Payment to the Service provider for the buses on monthly basis will be based upon the bill submitted by the service provider within 15 days from the receipt of certified invoice. In case of deficiency of services like non availability of vehicle in time for staff/ the authority may impose penalty to be deducted from the monthly bill of the service provider on pro-rata basis.

- The bills submitted by the Service provider should contain Bank A/c and IFSC code for electronic transfer of fund.
- Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax

at source at the time of payment of each bill.

- The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Service provider shall be made fully after HLL BIOTECH LIMITED is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Service provider on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- Service provider shall pay to third parties all expenditure incurred for restoring services which are damaged by Service provider while carrying out the work. Such expenditure shall be intimated to Service provider by HBL in writing. If service provider fails to pay to the concerned third parties such amount within fifteen days from the date of notice, HBL shall recover such amount from the service provider and will make the payment to concerned third parties at the risk and cost of the service provider.
- The service provider shall not be justified in abandoning the contract because HBL has delayed making payment(s) in respect of other work being done for HBL by the Service provider.

The final bill shall be submitted by the Service provider within one month of the date of completion of work or of the date of the certificate of completion furnished by HLL BIOTECH LIMITED.

The decision of the HBL Administration will be final and binding on the service provider.

3. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of GST.

4. PERFORMANCE SECURITY

- 4.1 The successful bidder has to furnish performance guarantee from scheduled commercial bank in the form of a bank guarantee in the name of HLL Biotech Limited on receipt of the purchase order. The performance bank guarantee shall be valid up to a completion of contract period (i.e. 12 months) with **additional claim period of 2 months (i.e initial validity for 14 months)** for 5% of a total contract value has to be submitted within 30

days from the date of Service Order. The EMD Paid shall be returned after receipt of Performance Bank Guarantee.

4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the EMD.

4.3 Forfeiture of Performance Security

In case, the Service provider/ Bidder fails to complete the work, HBL, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee.

4.4 In case, the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Service provider/ Bidder. The Service provider/ Bidder forthwith, on demand from HBL, shall make good the deficit.

5. ADDITIONS/DELETIONS

5.1 HBL shall have the right to direct in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Service provider/ Bidder shall comply with such directions.

5.2 The Service provider/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Service provider/ Bidder except through and with proper approval of HBL.

6. TIME SCHEDULE

6.1. The day of commencement of service will be reckoned from 15 days from the date of issue of Service order.

7. EXTENSION OF TIME

7.1 To adhere to the above mentioned time schedule the Service provider/ Bidder shall

provide on demand necessary documents, information and certificates/undertakings to HBL. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Service provider/ Bidder shall be considered for grant of extension of time. If the Service provider/ Bidder require extension of time, they shall intimate in writing to HBL within 3 days of the occurrence of such hindrance/delay, along with proper documents.

- 7.2 HBL after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of HBL for any penal action to the extent of the delay attributable to the Service provider/ Bidder. Any extension of time granted as stated above shall neither entitle the Service provider/ Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

8. ABANDONMENT OF WORK

- 8.1 If the Service provider/ Bidder/ supplier abandons the work for any reason whatsoever or becomes incapacitated as aforesaid, HBL shall forfeit/en-cash the Performance Guarantee. HBL shall be at liberty to make full use of all or any of material supplied by the Service provider/ Bidder/ supplier. The Service provider/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by HBL including the recovery of liquidated damages.
- 8.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Service provider/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

9. WARRANTY

- 9.1 Deleted

10. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

10.1.Deleted

11. GENERAL

11.1 The Service provider/ Bidder shall be fully responsible for the quality of the service as per the instructions given above.

11.2 The Service provider/ Bidder hereby agrees that the charges to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HBL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings if any.

11.3 The Service provider/ Bidder shall indemnify and keep indemnified HLL Biotech Ltd against any such claims and all costs and expenses paid by HBL in defending such claims to be borne by the Service provider/ Bidder.

11.4 The Service provider/ Bidder hereby agrees that HBL shall have the right to take out any of the activities / scope, which in the opinion of HBL is not being performed by the Service provider/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently if any. The fees or the expenses incurred shall be debited to the Service provider/ Bidder.

12. ARBITRATION

12.1 If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the parties shall seek to resolve such a dispute or difference by mutual consultation within a period of 30 days from the date on which the party raising the dispute, first communicated the same in writing to the other party. The existing directions, classifications, measurements, drawings and certificates of the Employer shall be final and binding upon the service provider during the progress of the works and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason.

In case the dispute is not settled by mutual consultation, then either party may refer the same to Arbitration by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator.

The reference to arbitrator shall specify the matters which are in question, dispute or difference and only such dispute or differences of which the demand has been made be referred to arbitration. Notwithstanding the reference to arbitration, the service provider shall continue to duly perform his obligations under the contract.

The Award of the Arbitral Tribunal shall be final, conclusive and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chengalpattu. The fees of the arbitrators shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties

12.2 The place of arbitration shall be at **Chengalpattu**.

13. FALL CLAUSE

The prices charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization (s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

14. STATUTORY VARIATIONS

A. However pursuant to the constitution (forty-sixth amendment) Act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contracts thereupon necessarily and properly pays such taxes/levies, the service provider shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of the

Engineer-in-charge (whose decision shall be final and binding) be attributable to delay in execution of work within the control of the service provider.

B. In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period HBL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

15. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of 120 (One Hundred and Twenty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of 120 days, without the consent in writing of HLL BIOTECH LIMITED to revoke or cancel his tender or to vary the tender submitted or in terms thereof. HLL BIOTECH LIMITED shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by HLL BIOTECH LIMITED in writing, the tenderer shall accede to such request for extension and communicate his acceptance to HLL BIOTECH LIMITED in writing.

16. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract period after finalization of tender without any change.

17. FORCE MAJEURE

i) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of HBL as

to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

ii) Provided also that if the contract is terminated under this clause, HBL shall be at liberty to take over from the service provider at a price to be fixed by HBL which shall be final, all unused, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the service provider at the time of such termination of such portions thereof as the Employer may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of HBL elect to retain.

18. Breach of contract

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

19. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

i) HLL BIOTECH LIMITED may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Service provider, in which event the Service provider shall be entitled to payment for the work done up to the time of such cancellation.

ii) HLL BIOTECH LIMITED may, at its option, cancel or omit the execution of one or more items of scope of supply as mentioned under this contract, and any part of such item (s) without any compensation whatsoever to the Service provider by giving due notice in writing stating reasons therefore.

iii) If at any time after the commencement of the work HLL BIOTECH LIMITED shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, HLL BIOTECH LIMITED shall give notice in writing of the fact to the Service provider who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

20. Integrity Pact (IP)

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

i) The Public Authority commits that:

- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a bidder/service provider to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

ii) The Bidder commits that:

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness

- they will not accept any advantage in exchange for unprofessional behaviour
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization-wide code of conduct forbidding unethical practices.

25. Termination for default

The Employer, without prejudice to any other contractual rights and remedies available to it (the Employer), may, by written notice of default sent to the Service provider, terminate the contract in whole or in part, if the Service provider fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Employee.

In the event of the Employer terminates the contract in whole or in part, the Employer may perform the services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service provider shall be liable to the Employer for the extra expenditure, if any, incurred by the Employer for arranging such procurement.

Unless otherwise instructed by the Employer, the Service provider shall continue to perform the contract to the extent not terminated.

26. Termination for insolvency

If the Service provider becomes bankrupt or otherwise insolvent, the Employer reserves the right to terminate the contract at any time, by serving written notice to the Service provider without any compensation, whatsoever, to the Service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Employer.

ANNEXURE- II
BID DATA SHEET

S.no	Description	Details
1	Bid reference number	HBL/IVC/STAFF_TRANSPORT/17-18 dated 13.10.2017
2	Due date for submission	06.11.2017 AT 15:00 HRS
3	Name & Address of bidder	
5	Year of establishment	
6	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	Name & Address of Directors/Partners	1. 2.
7	PAN Number	
8	Contact Phone-Office	
9	Cell	
10	Email	
11	Copy of MOA/partnership deed/Registration	Attached/Not Attached
12	Copy of PAN of Directors/Partners	Attached/Not Attached
13	Latest IT return statement	Attached/Not Attached
14	Past three years P&L, Balance Sheet	Attached/Not Attached
15	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
16	Power of Attorney/Authorization to sign the bid	Attached/not Attached
17	Manufacturer's authorization letter	Attached/not Attached
18	EMD (in favor of HLL Biotech Limited in the form of Demand Draft / Banker's cheque from a Nationalized or Scheduled bank, payable at Chennai)	Attached/Not Attached

ANNEXURE- III

Details of Projects for which service was provided in the last three years

(TO BE FILLED AND UPLOADED SEPARATELY)

Sl. No.	Name and location of the Project	Name and address of the Client	Project Details		Completion Date
			Details of the items supplied	Project Value Rs Lakhs	
1					
2					
3					
4					
5					
6					

Satisfactory completion certificates from the clients to be uploaded.

ANNEXURE- IV

BID REF No: HBL/IVC/STAFF_TRANSPORT/17-18 dated 13.10.2017

BID FORM

Item:

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and delivery of the goods (FOR IVC Chengalpattu) in full conformity with the said bidding documents for the sum of:

In Fig: _____ (Not to be mentioned in the technical bid)

IN WORDS

(Hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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:

Signed by:

In the capacity of

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

HLL BIOTECH LTD.,
INTEGRATED VACCINES COMPLEX,
SR No: 192 & 195, THIRUMANI VILLAGE,
CHENGALPATTU - 603001, T.N-INDIA

1. In consideration of HLL BIOTECH LIMITED (hereinafter called "HBL") having agreed under the terms and conditions of Order No..... dated..... made between (here in after called "the said service provider(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We (indicate the name of the Bank) (herein after referred to as "as Bank) hereby undertake to pay to the HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.

2. WE (INDICATE THE NAME OF THE BANK) DO HEREBY UNDERTAKE TO PAY THE AMOUNT DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMURE, MERELY ON A DEMAND FROM HBL STATING THAT THE AMOUNT CLAIMED IS REQUIRED TO MEET THE RECOVERIES DUE OR LIKELY TO BE DUE FROM THE SAID SERVICE PROVIDER(S). ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING RS..... (RUPEES..... ONLY).

3. WE UNDERTAKE TO PAY TO HBL ANY MONEY SO DEMANDED NOTWITHSTANDING ANY DISPUTE OR DISPUTES RAISED BY THE SERVICE PROVIDER (S) IN ANY SUIT OR PROCEEDING PENDING BEFORE ANY COURT OR TRIBUNAL RELATING THERETO OUR LIABILITY UNDER THIS PRESENT BEING ABSOLUTE AND UNEQUIVOCAL.

THE PAYMENT MADE BY US UNDER THIS GUARANTEE SHALL BE VALID DISCHARGE OF OUR LIABILITY FOR PAYMENT TO THERE-UNDER AND THE SERVICE PROVIDER(S) SHALL HAVE NO CLAIM AGAINST US MAKING SUCH PAYMENT.

4. WE (INDICATE THE NAME OF BANK) FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE

PERFORMANCE OF THE SAID AGREEMENT AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF HBL UNDER OR BY VIRTUE OF THE SAID AGREEMENT HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL ENGINEER-IN-CHARGE ON BEHALF OF HBL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID AGREEMENT HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID SERVICE PROVIDER(S) ACCORDINGLY DISCHARGES THIS GUARANTEE.

5. WE..... (INDICATE THE NAME OF BANK) FURTHER AGREE WITH HBL THAT HBL SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT AFFECTING ANY MANNER OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID AGREEMENT OR TO EXTEND TIME OF PERFORMANCE BY THE SAID SERVICE PROVIDER(S) FROM TIME TO TIME OR TO POSTPONE FOR ANY OF THE POWERS EXERCISABLE BY HBL AGAINST THE SAID SERVICE PROVIDER(S) AND TO FOREBEAR OR ENFORCE ANY OF THE TERMS AND CONDITIONS RELATING TO THE SAID AGREEMENT WE SHALL NOT BE RELIEVED FROM OUR LIABILITY BY REASONS OF ANY SUCH VARIATION OR EXTENSION BEING GRANTED TO THE SAID SERVICE PROVIDER(S) OR FOR ANY FORBEARANCE ACT OF OMISSION ON THAT PART OF THE HBL OR ANY INDULGENCE BY HBL TO THE SAID CONTRACT(S) OR BY ANY SUCH MATTER OR THING WHATSOEVER WHICH UNDER THE LAW RELATING TO SURETIES WOULD, BUT FOR THIS PROVISION, HAVE EFFECTED OR SO RELIEVING US.

6. THE GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE BANK OR THE SERVICE PROVIDER(S).

7. WE..... (INDICATE THE NAME OF BANK) LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE EXCEPT WITH THE PREVIOUS CONSENT OF HBL IN WRITING.

8. THIS GUARANTEE SHALL BE VALID UP TO UNLESS EXTENDED ON DEMAND BY HBL. NOTWITHSTANDING ANYTHING MENTIONED ABOVE OUR LIABILITY AGAINST THIS GUARANTEE IS RESTRICTED TO RS..... (RUPEES.....ONLY) AND UNLESS A CLAIM IN WRITING IS LODGED WITH US WITHIN SIX MONTHS OF THE DATE OF EXPIRY OR THE EXTENDED DATE OF EXPIRY OF THIS GUARANTEE, ALL OUR LIABILITIES UNDER THE GUARANTEE SHALL STAND DISCHARGED.

DATED THE DAY OF 20....

FOR
(INDICATE THE NAME OF BANK)

.....
Seal, name & address of the Bank and address of the Branch

INTEGRITY AGREEMENT

TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT/AUTHORIZED TO SIGN THE RELEVANT CONTRACT OF BEHALF OF HLL BIOTECH LIMITED

THIS INTEGRITY AGREEMENT IS MADE AT ON THIS DAY OF.....20.....

BETWEEN

PRESIDENT OF INDIA REPRESENTED THROUGH CHIEF EXECUTIVE OFFICER, HLL BIOTECH LIMITED (HEREINAFTER REFERRED AS THE "PRINCIPAL/OWNER", WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE MEANING OR CONTEXT HEREOF INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS.

AND

.....
THROUGH (HEREINAFTER REFERRED TO AS THE "BIDDER/SERVICE PROVIDER" AND WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE MEANING OR CONTEXT HEREOF INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS).

PREAMBLE

WHEREAS THE PRINCIPAL / OWNER HAS FLOATED THE TENDER (NIT NO.....)
(HEREINAFTER REFERRED TO AS "TENDER/BID") AND INTENDS TO AWARD, UNDER LAID DOWN ORGANIZATIONAL PROCEDURE, CONTRACT FOR
HEREINAFTER REFERRED TO AS THE "CONTRACT"

AND WHEREAS THE PRINCIPAL /OWNER VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS, ECONOMIC USE OF RESOURCES AND OF FAIRNESS/TRANSPARENCY IN ITS RELATION WITH ITS BIDDER(S) AND SERVICE PROVIDER(S).

AND WHEREAS TO MEET THE PURPOSE AFORESAID BOTH THE PARTIES HAVE AGREED TO ENTER INTO THIS INTEGRITY AGREEMENT (HEREINAFTER REFERRED TO AS "INTEGRITY PACT" OR " PACT"), THE TERMS AND CONDITIONS OF WHICH SHALL ALSO BE READ AS INTEGRAL PART AND PARCEL OF THE TENDER BID DOCUMENTS AND CONTRACT BETWEEN THE PARTIES. NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS' CONTAINED IN THIS PACT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSES AS UNDER:

ARTICLE 1: COMMITMENT OF THE PRINCIPAL /OWNER

- 1) THE PRINCIPAL /OWNER COMMITS ITSELF TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES.
 - (a) NO EMPLOYEE OF THE PRINCIPAL/OWNER, PERSONALLY OR THROUGH ANY OF HIS/HER FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER, OR THE EXECUTION OF THE CONTRACT, DEMAND, TAKE A PROMISE

FOR OR ACCEPT, FOR SELF OR THIRD PERSON, ANY MATERIAL OR IMMATERIAL BENEFIT WHICH THE PERSON IS NOT LEGALLY ENTITLED TO.

- (b) THE PRINCIPAL/OWNER WILL, DURING THE TENDER PROCESS, TREAT ALL BIDDER(S) WITH EQUITY AND REASON. THE PRINCIPAL/OWNER WILL, IN PARTICULAR, BEFORE AND DURING THE TENDER PROCESS, PROVIDE TO ALL BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BIDDER(S) CONFIDENTIAL / ADDITIONAL INFORMATION THROUGH WHICH THE BIDDER (S) COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER PROCESS OR THE CONTRACT EXECUTION.
- (c) THE PRINCIPAL /OWNER SHALL ENDEAVOUR TO EXCLUDE FROM THE TENDER PROCESS ANY PERSON, WHOSE CONDUCT IN THE PAST HAS BEEN OF BIASED NATURE.
- 2) IF THE PRINCIPAL/OWNER OBTAINS INFORMATION ON THE CONDUCT T OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE INDIAN PENAL CODE (IPC)/PREVENTION OF CORRUPTION ACT, 1988 (PC ACT) OR IS IN VIOLATION OF THE PRINCIPLES HEREIN MENTIONED OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, THE PRINCIPAL/OWNER WILL INFORM THE CHIEF VIGILANCE OFFICER AND IN ADDITION CAN ALSO IN INITIATE DISCIPLINARY ACTIONS AS PER ITS INTERNAL LAID DOWN POLICIES AND PROCEDURES.

ARTICLE 2: COMMITMENT OF THE BIDDER(S) / SERVICE PROVIDER(S)

- 1) IT IS REQUIRED THAT EACH BIDDER/SERVICE PROVIDER(INCLUDING THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS) ADHERE TO THE HIGHEST ETHICAL STANDARDS, AND REPORT TO THE GOVERNMENT/DEPARTMENT ALL SUSPECTED ACTS OF **FRAUD OR CORRUPTION OR COERCION OR COLLUSION** OF WHICH IT HAS KNOWLEDGE OR BECOMES AWARE, DURING THE TENDERING PROCESS AND THROUGHOUT THE NEGOTIATION OR AWARD OF A CONTRACT.
- 2) THE BIDDER(S)/SERVICE PROVIDER(S) COMMIT HIMSELF TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER PROCESS AND DURING THE CONTRACT EXECUTION.
- (a) THE BIDDER(S)/SERVICE PROVIDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF THE PRINCIPAL/OWNER'S EMPLOYEES INVOLVED IN THE TENDER PROCESS OR EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR OTHER BENEFIT WHICH HE/SHE WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
- (b) THE BIDDER(S) WILL NOT ENTER WITH OTHER BIDDER(S) INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATION, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO CARTELIZE IN THE BIDDING PROCESS.

- (c) THE BIDDER(S)/SERVICE PROVIDER(S) WILL NOT COMMIT ANY OFFENCE UNDER THE RELEVANT IPC/PC ACT. FURTHER THE BIDDER(S) /CONTRACT(S) WILL NOT USE IMPROPERLY, (FOR THE PURPOSE OF COMPETITION OR PERSONAL GAIN).OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENTS PROVIDED BY THE PRINCIPAL/OWNER AS PART OF THE BUSINESS RELATIONSHIP, REGARDING PLANS, TECHNICAL PROPOSALS AND BUSINESS DETAILS, INCLUDING AND BUSINESS RELATIONSHIP, REGARDING PLANS, TECHNICAL PROPOSALS AND BUSINESS DETAILS, INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
- (d) THE BIDDER (S) /SERVICE PROVIDER (S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAMES AND ADDRESSES OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY SIMILARLY BIDDER(S)/SERVICE PROVIDER(S) OF INDIAN NATIONALITY SHALL DISCLOSE NAMES AND ADDRESSES OF FOREIGN AGENTS/REPRESENTATIVES, IF ANY. EITHER THE INDIAN AGENT ON BEHALF OF THE FOREIGN PRINCIPAL OR THE FOREIGN PRINCIPAL DIRECTLY COULD BID IN A TENDER BUT NOT BOTH. FURTHER, IN CASES WHERE AN AGENT PARTICIPATE IN A TENDER ON BEHALF OF ONE MANUFACTURER, HE SHALL NOT BE ALLOWED TO QUOTE ON BEHALF OF ANOTHER MANUFACTURER ALONG WITH THE FIRST MANUFACTURER IN A SUBSEQUENT/PARALLEL TENDER FOR THE SAME ITEM.
- (e) THE BIDDER (S)/SERVICE PROVIDER (S) WILL , WHEN PRESENTING HIS BID, DISCLOSE (WITH EACH TENDER AS PER PROFORMA UNCLOSED) ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.
- 3) THE BIDDER(S) /SERVICE PROVIDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE AN ACCESSORY TO SUCH OFFENCES.
- 4) THE BIDDER (S)/SERVICE PROVIDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM INDULGE IN FRAUDULENT PRACTICE MEANS A WILLFUL MISREPRESENTATION OR OMISSION OF FACTS OR SUBMISSION OF FAKE/FORGED DOCUMENTS IN ORDER TO INDUCE PUBLIC OFFICIAL TO ACT IN RELIANCE THEREOF, WITH THE PURPOSE OF OBTAINING UNJUST ADVANTAGE BY OR CAUSING DAMAGE TO JUSTIFIED INTEREST OF OTHERS AND /OR TO INFLUENCE THE PROCUREMENT PROCESS TO THE DETRIMENT OF THE GOVERNMENT INTERESTS.
- 5) THE BIDDER(S)/SERVICE PROVIDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM USE COERCIVE PRACTICES (MEANS THE ACT OF OBTAINING SOMETHING, COMPELLING AN ACTION OR INFLUENCING A DECISION THROUGH INTIMIDATION, THREAT OR THE USE OF FORCE DIRECTLY OR INDIRECTLY, WHERE POTENTIAL OR ACTUAL INJURY MAY BEFALL UPON A PERSON, HIS/HER REPUTATION OR PROPERTY TO INFLUENCE THEIR PARTICIPATION IN THE TENDERING PROCESS).

ARTICLE 3: CONSEQUENCES OF BREACH

WITHOUT PREJUDICE TO ANY RIGHTS THAT MAY BE AVAILABLE TO THE PRINCIPAL/OWNER UNDER LAW OR THE CONTRACT OR ITS ESTABLISHED POLICIES AND LAID DOWN PROCEDURES, THE PRINCIPAL/OWNER SHALL HAVE THE FOLLOWING RIGHTS IN CASE OF BREACH OF THIS INTEGRITY PACT BY THE BIDDER (S)/SERVICE

PROVIDER(S) AND THE BIDDER(S)/SERVICE PROVIDER(S) ACCEPTS AND UNDERTAKES TO RESPECT AND UPHOLD THE PRINCIPAL /OWNER'S ABSOLUTE RIGHT:

- 1) IF THE BIDDERS) / SERVICE PROVIDER(S), EITHER BEFORE AWARD OR DURING EXECUTION OF CONTRACT HAS COMMITTED A TRANSGRESSION THROUGH A VIOLATION OF ARTICLE 2 ABOVE OR IN ANY OTHER FORM, SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY IN QUESTION, THE PRINCIPAL/OWNER AFTER GIVING 14 DAYS' NOTICE TO THE SERVICE PROVIDER SHALL HAVE POWERS TO DISQUALIFY THE BIDDER (S)/SERVICE PROVIDER(S) FROM THE TENDER PROCESS OR TERMINATE/DETERMINE THE CONTRACT, IF ALREADY EXECUTED OR EXCLUDE THE BIDDER/SERVICE PROVIDER FROM FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF TRANSGRESSION AND DETERMINED BY THE PRINCIPAL/OWNER. **SUCH EXCLUSION MAY BE FOREVER OR FOR A LIMITED PERIOD AS DECIDED BY THE PRINCIPAL/OWNER.**
- 2) **FORFEITURE OF EMD/PERFORMANCE GUARANTEE/SECURITY DEPOSIT:** IF THE PRINCIPAL/OWNER HAS DISQUALIFIED THE BIDDER(S) FROM THE TENDER PROCESS PRIOR TO THE AWARD OF THE CONTRACT OR TERMINATED/DETERMINED THE CONTRACT OR HAS ACCRUED THE RIGHT TO TERMINATE/DETERMINE THE CONTRACT ACCORDING TO ARTICLE 3(1), THE PRINCIPAL /OWNER APART FROM EXERCISING ANY LEGAL RIGHTS THAT MAY HAVE ACCRUED TO THE PRINCIPAL/OWNER, MAY IN ITS CONSIDERED OPINION FORFEIT THE ENTIRE AMOUNT OF EARNEST MONEY DEPOSIT, PERFORMANCE GUARANTEE AND SECURITY DEPOSIT, PERFORMANCE GUARANTEE AND SECURITY DEPOSIT OF THE BIDDER/SERVICE PROVIDER.
- 3) **CRIMINAL LIABILITY:** IF THE PRINCIPAL/OWNER OBTAINS KNOWLEDGE OF CONDUCT OF A BIDDER OR SERVICE PROVIDER, OR OF AND EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF A BIDDER OR SERVICE PROVIDER WHICH CONSTITUTES CORRUPTION WITHIN THE MEANING OF INDIAN PENAL CODE (IPC)/PREVENTION OF CORRUPTION ACT, OR IF THE PRINCIPAL/OWNER HAS SUBSTANTIVE SUSPICION IN THIS REGARD, THE PRINCIPAL/OWNER WILL INFORM THE SAME TO LAW ENFORCING AGENCIES FOR FURTHER INVESTIGATION.

ARTICLE 4- PREVIOUS TRANSGRESSION

- 1) THE BIDDER DECLARES THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 2 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFIRMING TO THE ANTICORRUPTION APPROACH OR WITH CENTRAL GOVERNMENT OR STATE GOVERNMENT OR ANY OTHER CENTRAL/STATE PUBLIC SECTOR ENTERPRISES IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.
- 2) IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR ACTION CAN BE TAKEN FOR BANNING OF BUSINESS DEALINGS/ HOLIDAY LISTING OF THE BIDDER/SERVICE PROVIDER AS DEEMED FIT BY THE PRINCIPAL/OWNER.

- 3) IF THE BIDDER/SERVICE PROVIDER CAN PROVE THAT HE HAS RESORTED / RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, THE PRINCIPAL/OWNER MAY, AT ITS OWN DISCRETION, REVOKE THE EXCLUSION PREMATURELY.

ARTICLE 5- EQUAL TREATMENT OF ALL BIDDERS/SERVICE PROVIDERS/SUBSERVICE PROVIDERS

- 1) THE BIDDER(S) /SERVICE PROVIDER(S) UNDERTAKE(S) TO DEMAND FROM ALL SUBSERVICE PROVIDERS A COMMITMENT IN CONFORMITY WITH THIS INTEGRITY PACT. THE BIDDER/SERVICE PROVIDER SHALL BE RESPONSIBLE FOR ANY VIOLATION(S) OF THE PRINCIPLES LAID DOWN IN THIS AGREEMENT /PACT BY ANY OF ITS SUB-SERVICE PROVIDERS/SUB-VENDORS.
- 2) THE PRINCIPAL/OWNER WILL ENTER INTO PACTS ON IDENTICAL TERMS AS THIS ONE WITH ALL BIDDERS AND SERVICE PROVIDERS.

ARTICLE 6- DURATION OF THE PACT

THIS PACT BEGINS WHEN BOTH THE PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE SERVICE PROVIDER/VENDOR 12 MONTHS AFTER THE COMPLETION OF WORK UNDER THE CONTRACT OR TILL THE CONTINUATION OF DEFECT LIABILITY PERIOD, WHICHEVER IS MORE AND FOR ALL OTHER BIDDERS, TILL THE CONTRACT HAS BEEN AWARDED.

IF ANY CLAIM IS MADE/LODGED DURING THE TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACTS AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED /DETERMINED BY THE COMPETENT AUTHORITY, HLL BIOTECH LIMITED.

ARTICLE 7- OTHER PROVISIONS

- 1) THIS PACT IS SUBJECT TO INDIAN LAW., PLACE OF PERFORMANCE AND JURISDICTION IS THE HEADQUARTERS OF HLL BIOTECH LIMITED OF THE PRINCIPAL/OWNER, WHO HAS FLOATED THE TENDER.
- 2) CHANGES AND SUPPLEMENTS NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
- 3) IF THE SERVICE PROVIDER IS A PARTNERSHIP OR A CONSORTIUM, THIS PACT MUST BE SIGNED BY ALL THE PARTNERS OR BY ONE OR MORE PARTNER HOLDING POWER OF ATTORNEY SIGNED BY ALL THE PARTNERS OR BY ONE OR MORE PARTNER HOLDING POWER OF ATTORNEY SIGNED BY ALL PARTNERS AND CONSORTIUM MEMBERS. IN CASE OF A COMPANY, THE PACT MUST BE SIGNED BY A REPRESENTATIVE DULY AUTHORIZED BY BOARD RESOLUTION.

- 4) SHOULD ONE OR SEVERAL PROVISIONS OF THIS PACT TURN OUT TO BE INVALID; THE REMAINDER OF THIS PACT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENSIONS.
- 5) IT IS AGREED TERM AND CONDITION THAT ANY DISPUTE OR DIFFERENCE ARISING BETWEEN THE PARTIES WITH REGARD TO THE TERMS OF THIS INTEGRITY AGREEMENT/PACT, ANY ACTION TAKEN BY THE OWNER/PRINCIPAL IN ACCORDANCE WITH THIS **INTEGRITY AGREEMENT/PACT OR INTERPRETATION THEREOF SHALL NOT BE SUBJECT TO ARBITRATION.**

ARTICLE 8- LEGAL AND PRIOR RIGHTS:

ALL RIGHTS AND REMEDIES OF THE PARTIES HERETO SHALL BE IN ADDITION TO ALL THE OTHER LEGAL RIGHTS AND REMEDIES BELONGING TO SUCH PARTIES UNDER THE CONTRACT AND /OR LAW AND THE SAME SHALL BE DEEMED TO BE CUMULATIVE AND NOT ALTERNATIVE TO SUCH LEGAL RIGHTS AND REMEDIES AFORESAID. FOR THE SAKE OF BREVITY, BOTH THE PARTIES AGREE THAT THIS INTEGRITY PACT WILL HAVE PRECEDENCE OVER THE TENDER /CONTACT DOCUMENTS WITH REGARD ANY OF THE PROVISIONS COVERED UNDER THIS INTEGRITY PACT. IN WITNESS WHERE OF THE PARTIES HAVE SIGNED AND EXECUTED THIS INTEGRITY PACT AT THE PLACE AND DATE FIRST ABOVE MENTIONED IN THE PRESENCE OF FOLLOWING WITNESSES:

.....
(FOR AND ON BEHALF OF PRINCIPAL/OWNER)

.....
(FOR AND ON BEHALF OF BIDDER/SERVICE PROVIDER)

WITNESSES:

1.

(SIGNATURE, NAME & ADDRESS)

2.

(SIGNATURE, NAME & ADDRESS)

PLACE:

DATE: