

## **Supply of Pharmaceutical and Surgical Products for current project and Empanelment of Suppliers for future projects – for onward supplies to foreign countries**

**Tender No: HLL/SD/RBD/2018-19/TENDER/01 Dt:19.06.2018**



## **HLL Lifecare Limited**

(A Govt. Of India Enterprise)

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

**Tel:+0471 2354949, 2355426, 2350961, 2356352.**

**Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

# HLL LIFECARE LIMITED

(A Govt. of India Enterprise)

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

Tel: +91 471 2354949, 2355426.

Website – [www.lifecarehll.com](http://www.lifecarehll.com)

**Tender for the supply of Pharmaceutical and Surgical Products for current project and Empanelment of Suppliers for future projects – for onward supplies to foreign countries.**

IFB No	:	HLL/SD/RBD/2018-19/TENDER/01 Dt.19.06.2018
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	19.06.2018, 10.00 HRS
LAST DATE FOR SALE OF TENDER DOCUMENT	:	09.07.2018, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	09.07.2018, 14.30 HRS
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	09.07.2018, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	Senior Manager (SD-RBD) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : <a href="mailto:sdrbdsouth@lifecarehll.com">sdrbdsouth@lifecarehll.com</a>

## TABLE OF CONTENTS

<b>Titles</b>	<b>Page No.</b>
<b>Notice Inviting Tender</b>	<b>4-6</b>
<b>General Instruction to Bidder</b>	<b>7-15</b>
<b>General Conditions of Contract</b>	<b>16-20</b>
<b>Annexure – 1, Declaration</b>	<b>21</b>
<b>Annexure – 2, Price Schedule</b>	<b>22</b>
<b>Annexure – 3, Bid Form</b>	<b>23</b>
<b>Annexure – 4, Undertaking letter for replacement of market complaint goods</b>	<b>24</b>
<b>Annexure – 5, Product List</b>	<b>25-30</b>
<b>Annexure – 6, Packing Specification</b>	<b>31-34</b>
<b>Annexure – 7, EMD Bank Guarantee Format</b>	<b>35</b>
<b>Annexure – 8, Manufacturer’s Authorization Form</b>	<b>36</b>
<b>Annexure - 9, List of Quoted Products</b>	<b>37</b>
<b>Annexure -10, Check List</b>	<b>38-39</b>
<b>Annexure - 11, Pre Contract Integrity pact</b>	<b>40-45</b>

## **NOTICE INVITING TENDER**

### **Tender for the supply of Pharmaceutical Products for current project and Empanelment of Suppliers for future projects**

HLL Lifecare Limited (HLL), a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, invites an open tender under two bid system from interested manufacturers / authorised agents for;

1. Supply of Pharmaceutical, Vaccines, Serum and Surgical products for the current project as per the the items mentioned in Annexure 5.
2. Empanelment of Suppliers for all types of Pharmaceutical products, vaccines, serums and Surgical products for future Projects.
3. These supplies are for onward supplies to foreign countries as per orders/advices from different Departments of Govt. of India.

#### **I. About HLL**

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under the Ministry of Health and Family Welfare, Govt. of India. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kangala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar/Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh for pharmaceutical products and Irapuram in Cochin is the moulding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Hydrocephalus Shunt, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters etc. The company has a wide network of stockists and retail outlets spread across the length and breadth of the country to market its products.

HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centres, retail chain of pharmacy outlets and procurement consultancy services.

#### **II. Details of Tender**

The major details of present tender are the following:

##### **1. Scope of the tender:**

- 1.1 Supply of Pharmaceutical, Vaccines, Serum and Surgical products mentioned in Annexure - 5 to HLL Depot at Chandigarh, UT.
- 1.2 Empanelment of technically qualified suppliers for a period of one year from the date of finalization of the technical bid for the supplies of pharmaceutical, vaccines, Serum and Surgical products arising from future projects. These items are for onward supplies to foreign countries.

- 1.3 A letter of Empanelment will be issued by HLL to the technically qualified empanelled parties highlighting the terms and conditions.
- 1.4 For future projects, a price enquiry will be sent to all empanelled suppliers to submit their price bid with a submission dead line of maximum 14 days. Empanelled authorized agents need to attach renewed certificates, if any along with future price bids ,if the validity of already submitted certificates along with Technical bid –Part B got expired during the period of empanelment.. In addition to this empanelled authorized agents can add additional manufacturers during the period of empanelment by providing relevant documents (stipulated in clause 5 B of Technical Bid part –B) of the new manufacturers along with future price bid or any time during the empanelment validity period. After due verification of the documents, if the same is found in order a letter to this effect, changing the scope of empanelment will be issued to the Authorized agent
- 1.5 Subsequently Purchase orders will be issued to the respective responsive parties. However HLL reserves rights to accept/cancel your offer.
2. Suppliers must ensure strict compliance to all statutory regulations and quality standards. Packing specifications as detailed in Annexure – 6.
3. Primary manufacturers/authorized agents are allowed to participate in the Tender. Manufacturer’s authorization form in original may be submitted by participating authorized agents.
4. All the Dry Powder and Liquid Injectables are to be manufactured as per USP standards.
- 5. The products offered in the tender must be only manufactured in INDIA and relevant manufacturing licenses to be submitted.**
6. All medicines supplied should have barcoding. The Details of barcoding will be mentioned in the purchase order.

The details of item, specifications and terms & conditions etc. are given in Tender document. Tender documents can be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com). Cost of Tender documents i.e. Rs.3000/- in the form of Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank shall be given with the Technical Bid.

### III. Bid Data Sheet

Address for Communication	Senior Manager (SD-RBD) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – sdrbdsouth@lifecarehll.com Website – <a href="http://www.lifecarehll.com">www.lifecarehll.com</a>
Bid validity	Price Bid Validity - 12 Months from the date of opening of the financial bid (current and future bids). Empanelment Validity – 12 months from the date of finalisation of the technical bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.
Date of publishing of bid	19.06.2018, (10.00 Hrs)

EMD	Rs 5,00,000/- (Rupees Five Lakhs) in the form of bank guarantee or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.
Dead line for submission of Bids	<b>09.07.2018 (14:30 Hrs.)</b> (at the office of the Senior Manager (SD-RBD), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram): Any bid received after the bid submission deadline prescribed in the bid, will be rejected
Date, time and place of opening of bids	<b>09.07.2018 (15:00 Hrs.)</b> at HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

#### IV. Minimum Eligibility Criteria

1. Original Manufacturers having a minimum average annual turnover of Rs. 15 Crores (Rupees Fifteen Crore) during the last three years i.e. 2015-2016, 2016-17 and 2017-18 (original / provisional) will only be eligible for participation. Authorized agents are also eligible to bid provided their minimum average turnover in the last three years i.e., 2015-2016, 2016-17 and 2017-18 (original / provisional) is Rs. 1 crore (Rupees One crore) and their Principal manufacturers meets the eligibility criteria for principal manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted.
2. Firms must have WHO-GMP certificate i.e., Good Manufacturing Practices (GMP) Certificate in accordance with the WHO recommendations issued by Central / State Drug Control Authorities. In case of surgical products, Firms must have valid GMP (Good Manufacturing Practices) as per Schedule 'M' of Drugs and Cosmetics Act / ISO 13485 / CE Mark / ISO 9001:2008 certificate issued by Competent Authorities.
3. For Items Covered under Drugs and Cosmetics Rules, Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules thereunder during the preceding three years and that no case / proceedings is pending against the manufacturer in any Court of Law in India under the Drugs & Cosmetics Act.
4. If it is found subsequently that the WHO-GMP certificate has been issued not in accordance with the guidelines issued in this regard by the Drug Controller General of India (which includes joint inspection of the manufacturing unit by central and state drug control authorities), the certificate as well as the tender are liable to be rejected.
5. For Items Covered under Drugs and Cosmetics Rules, the firm should have a valid drug manufacturing license from the State Drug Controller and must submit a copy of the same.
6. For the Items quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.
7. Where no pack or UoM is specified, tenderers may quote for standard packs or UoM available in the market.
8. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.

## **General Instruction to Bidders (GIB)**

Bidders can offer their own Brands/ generic products confirming to the statutory regulations and quality standards. Bidders are requested to quote either molecule wise (Generic), Branded Generic or Branded unless otherwise specific brand is mentioned in Annexure 5. Details of products required for the current projects are attached as Annexure 5.

### **1. Amendment of Tender documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Tender Documents and the amendments will be published in HLL website/ CPP Portal only.

### **2 Language of Bid**

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

### **3. Submission of documents**

#### **3.1 Sealing and Marking of Bids**

a) The Bidder shall prepare and seal in **separate packets** the following

- **Technical Bid - Part A - all relevant documents for current project**
- **Technical Bid - Part B -all relevant documents for Empanelment**
- **Financial Bid - for current project only**

Note: Manufactures/ Authorized agents have to submit all the relevant documents in Part B for empanelment for **all the items of all the manufactures** which bidders are indent to participate in future projects whether the same are enclosed in part A or not.

Parties are free to submit only **Technical bid -Part B** (for empanelment only) if they are not participating in the current project.

Bid shall contain the Technical Bid - Part A, Technical Bid - Part B and Financial Bid in **separate envelopes**, after duly marking the envelopes as **TECHNICAL BID - PART A, TECHNICAL BID - PART B** and **FINANCIAL BID**. **However bidders who are looking at empanelment need to submit Technical bid - Part B only with proper markings**. All the above packets shall then be sealed in an outer envelope, duly marking the envelope as BIDS FOR IFB No. HLL/SD/RBD/2018-19/TENDER/01 DT19.06.2018

i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and

**Senior Manager**  
**Sourcing Division - RBD**  
**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram.**  
**Ph.no: 0471 2353932.**  
**sdrbdsouth@lifecarehll.com**

ii) 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).

iii) 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.

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

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

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

**B. Late Bids**

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

**C. 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.

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

1. 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.
2. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
  - a) 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.
3. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
4. 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.
5. The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender 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 HLL website.
6. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the tender document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
7. HLL 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.

**4. Mandatory documents to be submitted along with Technical bid - Part A**

**A. For manufacturer**

The following documents are to be submitted along with technical bid.

1. Self Declaration as per Annexure 1
2. Bid form as per Annexure-3
3. Valid manufacturing license (Self-attested Copy)
4. Copy of WHO GMP certificate in accordance with WHO recommendations issued by central / state drug control authorities (Self attested Copy)



5. Copy of certificate of Schedule M-GMP as per Drugs and Cosmetics Act/ISO 13485 / CE Mark / ISO 9001:2008 certificate issued by Competent Authorities (for surgical products, Self Attested Copies)
6. Tender Fee as mentioned in tender document.
7. Earnest Money Deposit(EMD) as mentioned in the tender document.
8. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
9. GST Certificate (self attested copy)
10. Copy of Non Conviction certificate issued by state drug controller.
11. Permanent Account Number (Self–attested Copy)
12. Certificate of incorporation (Self–attested Copy).
13. List of all quoted products offered to HLL as per Annexure 9 of the current project.
14. Under taking letter for replacement of complaint/defective goods as per Annexure-4
15. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.15 crores duly certified by a chartered accountant.

**B. For Authorized Agents**

The following documents are to be submitted.

1. Self Declaration as per Annexure 1
2. Bid form as per Annexure-3.
3. Copy of Valid drug manufacturing license of the principle manufacture (Self–attested Copy).
4. Copy of WHO GMP certificate in accordance with WHO recommendations issued by central / state drug control authorities (Self attested copies).
5. Copy of Schedule M-GMP/CE/ISO certificate issued by licensing Authorities (for surgical products)
6. Tender Fee as mentioned in tender document.
7. Earnest Money Deposit (EMD) as mentioned in the tender document.
8. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized
9. GST certificate
10. Copy of Non Conviction certificate issued by state drug controller.
11. Permanent Account Number (Self–attested Copy).
12. List of all quoted products offered to HLL as per Annexure 9 of the current project.
13. Under taking letter for replacement of complaint/defective goods as per Annexure-4
14. Authorization letter from manufacturer (Original) must be submitted as per Annexure 8. In case of Empanelment bidders will be considered for products only based on this authorization.
15. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.1crores certified by a chartered accountant and documentary proof for establishing average annual turnover of the manufacturer in the last three years is not less than Rs.15 crores duly certified by a chartered accountant.

**5. Mandatory documents to be submitted along with Technical Bid - Part B for Empanelment.**

Manufactures/ Authorized agents have to submit all the relevant documents in Technical Bid - Part B as mentioned in clause 5.A or 5.B. for empanelment for all the items they are indent to participate in future projects whether the same are enclosed in Technical Bid part A or not.

**A. For manufacturer**

The following documents are to be submitted along with technical bid.

1. Self Declaration as per Annexure 1 (if not submitted in 4.A)
2. Bid form as per Annexure-3 (if not submitted in 4.A)
3. Valid manufacturing license (Self–attested Copy)
4. Copy of WHO GMP certificate in accordance with WHO recommendations issued by central / state drug control authorities (Self attested Copy)
5. Copy of certificate of Schedule M-GMP as per Drugs and Cosmetics Act/ISO 13485 / CE Mark / ISO 9001:2008 certificate issued by Competent Authorities (for surgical products, Self Attested Copies)
6. Tender Fee as mentioned in tender document (if not submitted in 4.A).
7. Earnest Money Deposit(EMD) as mentioned in the tender document (if not submitted in 4.A).
8. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.(if not submitted in 4.A)
9. GST Certificate (self attested copy) (if not submitted in 4.A)
10. Copy of Non Conviction certificate issued by state drug controller. (if not submitted in 4.A).
11. Permanent Account Number (Self–attested Copy) (if not submitted in 4.A)
12. Certificate of incorporation (Self–attested Copy). (if not submitted in 4.A)  
Under taking letter for replacement of complaint/defective goods as per Annexure-4 (if not submitted in 5.A).
13. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.15 crores duly certified by a chartered accountant. (if not submitted in 5.A)

#### **B. For Authorized Agents**

The following documents are to be submitted.

1. Self Declaration as per Annexure 1 (if not submitted in 4.B)
2. Bid form as per Annexure-3. (if not submitted in 4.B)
3. Copy of Valid drug manufacturing license of the principle manufacture (Self–attested Copy).
4. Copy of WHO GMP certificate in accordance with WHO recommendations issued by central / state drug control authorities (Self attested copies).
5. Copy of Schedule M-GMP/CE/ISO certificate issued by licensing Authorities (for surgical products)
6. Tender Fee as mentioned in tender document. (if not submitted in 4.B)
7. Earnest Money Deposit (EMD) as mentioned in the tender document.(if not submitted in 4.B)
8. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized (if not submitted in 4.B)
9. GST certificate (if not submitted in 4.B)
10. Copy of Non Conviction certificate issued by state drug controller. (if not submitted in 4.B)
11. Permanent Account Number (Self–attested Copy). (if not submitted in 4.B)
12. List of all quoted products offered to HLL as per Annexure 9 of the current project. (if not submitted in 4.B)
13. Under taking letter for replacement of complaint/defective goods as per Annexure-4 (if not submitted in 4.B)
14. Authorization letter from manufacturer (Original) must be submitted as per Annexure 8. In case of Empanelment bidders will be considered for products only based on this authorization. (if not submitted in 4.B)

15. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.1crores certified by a chartered accountant and documentary proof for establishing average annual turnover of the manufacturer in the last three years is not less than Rs.15 crores duly certified by a chartered accountant. (if not submitted in 4.B)

### 1. Financial Bid (Price Bid for the current project)

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

- The Price must be quoted in accordance with Annexure- 2 attached.
- The Price total must include all costs associated with the execution of the contract including taxes, levies, duties, GST, freight, insurance etc and on **Door Delivery basis at HLL Depot, Chandigarh UT.**
- Net Unit Rate inclusive of all taxes and duties quoted per lowest unit of measurement i.e per Tablet/ Capsule/Vials etc will be considered for comparison of bidders.

### 2. EMD:

The bidders shall furnish the earnest money of **Rs. 5,00,000.00 (Rupees Five Lakhs Only)** to participate in the tender either by a Demand Draft payable to HLL Lifecare Ltd., Trivandrum drawn from a nationalised/scheduled bank or by way of a Bank Guarantee from a nationalised/scheduled bank. Validity of bank Guarantee should be 12 months from the date of opening of Technical Bid.

- EMD submitted will be treated as revolving EMD for the current price bid as well as for the future price bids for a period of one year/till the extended period whichever is later from the date of opening of the technical bid.
- If the individual future projects price bid estimate exceeds the current EMD limit, then the differential EMD shall be collected along with the future price bid. HLL will return the EMD without any interest after the bid validity period or extended period whichever is later. .

The EMD may be forfeited: -

#### (a) If a Bidder:

- withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- does not accept the correction of errors pursuant to Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit 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 the bidder does not accept the correction of the errors, its bid will be rejected.
- in compliance to the clause 11 (Short Supply), Clause 13 (In case of default), Clause 14 (risk Purchase).

### 3. Prices

The products as per Annexure 5 are based on the Molecules/composition required by HLL. Manufacturers/Authorized agents are to submit price bids as per Annexure-2 for their equivalent branded product/Branded Generic/Generic product unless otherwise a specific brand is demanded, price bid in a separate sealed cover.

### 4. Fixed prices:

The prices quoted by the bidder shall remain firm and fixed during the bid validity period which

would be six months (can be extendable) from the date of opening of the price bid and not subject to any variations on any account during this period.

## 5. Terms of Payment

- a. **No Advance payment shall be given.**
- b. **20% of the payable amount will be released within 30 days** of delivery and acceptance of consignment.
- c. **75% of the payable amount will be released within 90 days** of delivery and acceptance of consignment
- d. **5% of payable amount will be kept as retension money for a period of 6 months from the date of** delivery and acceptance of consignment or this can be released upon submission of an equivalent bank gauarntee from a nationalised/scheduled bank. Validity of the bank guarantee shall not be less than 7 months from the date of delivery and acceptance of consignment
- e. The amount shall be paid by HLL in Indian Rupees.

## 6. Delivery Terms

Goods must be delivered within 45 days of issue purchase order by HLL. The bidder has to abide by delivery schedule strictly. H.L.L reserves the right to impose the penalty @ 0.50 % per week of delay to a maximum of 20% of the value of undelivered items

## 7. Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, GST 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

## 8. Inspection:

The supplier should submit the batch test reports for each batch of the supplies made to the HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL will test the samples drawn from received stocks in NABL Accredited Labs and payment will be subject to the satisfactory test result. If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.

## 9. Shelf Life:

The supplies of all products should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date with minimum 70% of the shelf life remaining. Products to be supplied should be of standard quality/quantity as per IP/BP/USP/NFI or equivalent specification and must be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities. All the Dry Powder and Liquid Injectables are to be manufactured as per USP standards.

## 10. Indemnity:

The supplier hereby indemnifies HLL Lifecare Ltd and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of products or in respect of this contract.

## 11. Short supply:

If any shortages in sealed boxes are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its F.O.R. value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent F.O.R. value corresponding to quantity found short.

## **12. Parallel Rate Contracts:**

HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

The purchaser also reserve the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

## **13. In Case Of Default**

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

## **14. RISK PURCHASE**

If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the EMD in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

## **15. Goods replacement:**

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, supplier must replace the quantity free of cost with fresh batch upon demand by HLL.

## **16. 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

## **17. Contacting HLL**

- a) 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.
- b) 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.

## **18. 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

- 19.** The "UoM" mentioned in the Annexure 5 may be "suggested model/size. Bidders can also offer items in their own packing mode/size.

## **20. Bar Coding**

All medicines supplied should have barcoding. The Details of barcoding will be mentioned in the purchase order.

## **21. Bid Opening and Evaluation** **Opening of Bids by HLL**

- a) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.  
Bidders wishing to be present at the time of such opening may send their duly authorized

representative. Only Technical Bids will be opened on that day.

### **Evaluation of Bids**

- a) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid, the price bid of the bidders who are disqualified at the technical evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.
- b) For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.
- c) 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. HLL will ensure that each bid is from an eligible Bidder.
- d) 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.
- e) 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.

## **22. Settlement of Disputes**

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

## **23. Major Responsibilities of Supplier**

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Purchase Order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective purchase orders.
- b. The successful bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Purchase Order.
- c. The Supplier 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.

- d. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
  - e. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
- 24.** The final quantities mentioned in Annexure 5 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

**25. Notification of Award**

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award will constitute the formation of the Contract.

**26. Termination**

HLL reserve right to terminate/ cancel the Purchase Order at any time for any reason by giving the Bidders a thirty days (30) notice of termination.

**27. INTEGRITY PACT**

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

## **SECTION III**

# **GENERAL CONDITIONS OF CONTRACT**



## **TABLE OF CLAUSES**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>PAGE No</b>
1.	DEFINITIONS	18
2.	APPLICATION	18
3.	STANDARDS	18
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	18
5.	PATENT RIGHTS	19
6.	INSURANCE	19
7.	CHANGE ORDERS	19
8.	ASSIGNMENT	19
9.	TERMINATION BY DEFAULT	19
10.	TERMINATION FOR INSOLVENCY	19
11.	APPLICABLE LAW	20
12.	NOTICES	20

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in purchase order and accepted by the Purchaser.

### **2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. STANDARDS**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

## **5. PATENT RIGHTS**

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 5.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

## **6. INSURANCE**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike

## **7. CHANGE ORDERS**

- 7.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
  - (a) the method of shipping or packing
  - (b) the place of delivery; or
  - (c) the services to be provided by the Supplier.
- 7.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

## **8. ASSIGNMENT**

- 8.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser’s prior written consent.

## **9. TERMINATION BY DEFAULT**

- 9.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
  - (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
  - (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 9.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **10. TERMINATION FOR INSOLVENCY**

- 10.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 11. APPLICABLE LAW

11.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## 12. NOTICES

12.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## Annexure-1

### SELF - DECLARATION

To,  
**Senior Manager (SD-RBD)**  
**HLL Lifecare Limited,**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram -695012 Kerala, India**  
**Tel: +0471 2354949, 2350959, 2350961, 2356352.**  
**Website – www.lifecarehll.com**

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government or Government of India / Drugs Controller, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against this Tender.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

Date:  
Place:

Signature:  
Name:  
Designation:  
Seal:

**PRICE SCHEDULE**

Price Schedule for Supply of Pharmaceutical, Vaccines, Serum And Surgical Products for current project

**Validity of Quotation / Tender: 12 months from the Date of Opening of Price Bid**

Sl.No	Sl No(In Tender doc)	Composition	Brand Name (if any)	Manufacturer	Packing Mode	Total Qty Offered	UOM	Basic Rate(Rs)(A)	GST(Rs)(B)	GST %	Net Unit Rate Inclusive of all Taxes and Duties/ Per Tab/ Cap / Vial (Rs) (A+B)

**Date:**  
**Place:**

**Signature of the Bidder with Seal:**

- Bidders are also requested to provide a soft copy (excel format) of the price schedule in a CD along with Price envelop. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered for evaluation.
- Net Price must be quoted in per lowest unit of measurement i.e. per Tablet/ Capsule/Vials
- The final quantity mentioned in the Annexure 5 is in the lowest unit of measurement, i.e. tablet/capsule/vial/ampoule/bottle etc.

**Delivery Address: HLL Lifecare Ltd, Plot No. 46, Village Sarangpur, Chandigarh (UT) – 160014**

**BID FORM**

Ref:  
Date:

To,

**Senior Manager (SD-RBD)  
HLL Lifecare Ltd.**

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

Dear Sir,

Sub: Supply of Pharmaceutical, Vaccines, Serum And Surgical Products of Current project And Empanelment off Suppliers For Future Projects

Tender No.: HLL/SD/RBD/2018-19/TENDER/01 Dt.19.06.2018

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services 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 endeavour 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, and Attachments through [specify: the number of attachments] to this Bid Form, up to 12 months 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 declare that price/ rate offered is for Supply of Pharmaceutical, vaccine and Serum Products to HLL Depot Chandigarh, UT and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not 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.

We agree to all terms and conditions of the Bid Document.

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

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]

**Annexure-4**

**UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

To,

**Senior Manager (SD-RBD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

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

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ware house free of cost within 45 days.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation and Common Seal

Station \_\_\_\_\_

Date \_\_\_\_\_



**Annexure-5**

**Product List**

**Schedule – 1**

Sr No.	Product Name	Formulation / strength specifications	Type	UoM	FINAL QTY (Nos)
1	LITHIUM CARBONATE TAB 400 MG	400MG	Tablet	1 pc	13945
2	MEROPENEM INJECTION 1 G VIAL	1 G	Injection	1 pc	110000
3	METHOTREXATE INJ 50 MG	50MG	Injection	1 pc	2788
4	METOPROLOL INJ 5 MG	5 MG	Injection	1 pc	18591
5	OXALIPLATINE INJ 50 MG	50 MG	Injection	1 pc	22728
6	PACLITAXEL INJ 300 MG	300MG	Injection	1 pc	11000
7	PHENOBARBITAL TAB 30 MG	30MG	Tablet	1 pc	6584
8	PHENOBARBITAL TAB 60 MG	60MG	tablet	1 pc	8830
9	PROPOFOL INJ 1 % 20 ML	20 ml	Injection	1 pc	68788
10	SALBUTAMOL INHALER 100 MCG 200	200MCG	Inhaler	1 pc	110000
11	STREPTOKINASE INJ 150000 IU	150000 IU	Injection	1 pc	27500
12	VINBLASTINE INJ 10 MG	10MG	Injection	1 pc	2624
13	VINOURELBINE INJ 50 MG	50MG	Injection	1 pc	3300
14	FESSOUS GLUCONATE TAB 300 MG	300MG	Tablet	1 pc	204506
15	ISOSORBIDE DINITRATE TABS 40 G	40G	Tablet	1 pc	223098
16	IRON ORAL DROPS	30ml	Drops		37647
17	IRON SRUP	300ml/200ml	Syrup	1 pc	35416
18	ISOSORBIDE DINITRATE TAB 20 MG	20MG	Tablet	1 pc	340844
19	VITAMIN B COLEX TAB	20mg	Tablet	1 pc	27887
20	FACTOR 9, ANTHIHEAMPILLIC INJ 1000 IU	1000IU	Injection	1 pc	1100
21	FACTOR 8, ANTHIHEAMPILLIC INJ 500 IU	500IU	Injection	1 pc	2750
22	ARTEMETHER 40 MG INJECTION	40mg	Injection	1 pc	1100
23	HYDROCHLORO QUININE 300 MG	300mg	Tablet	1 pc	22000
24	ARTEMEETHER 80 MG	80mg	Tablet	1 pc	22000
25	ARTESUNANE 120MG INJECTION	120mg	Injection	1 pc	2200
26	ARTEMETHER 40 MG+LUMAFENTRIN 240MG TAB	40mg+240mg	Tablet	1 pc	5280
27	ARTEMETHER 40 MG+LUMAFENTRIN ORAL SUSPENSION	40mg	Suspension	1 pc	2200
28	ARTEMETHER 80MG+LUMEFENTRIN480MG TAB	80mg	Tablet	1 pc	13200
29	SACCHROMYCES BULLARDI 250 MG ORAL PWDER	250mg	Powder	1 pc	3850
30	METRONIDAZOLE 250 MG TAB	250mg	Tablet	1 pc	16500
31	METRONADAZOLE 500 MG TAB	500mg	Tablet	1 pc	16500
32	METRINADAZOLE 125 MG 100 ML SUSPENSION	125mg/100ml	Suspension	1 pc	1100

33	CIPROFLOXACIN + TINIDAZOLE TAB	250mg+300mg	Tablet	1 pc	22000
34	ORAL REHYDRATION SALT	21.8gm/21gm/4.2gm	Powder	1 pc	2200
35	OFLOXACIN+ ORNIDAZOLE TAB	200mg+500mg	Tablet	1 pc	16500
36	CIPROFLOXACIN 250 MG	250mg	Tablet	1 pc	16500
37	CIPROFLOXACIN 500 MG	500mg	Tablet	1 pc	22000
38	LEVOFLOXACIN 250 MG	250mg	Tablet	1 pc	11000
39	DOXYCYCLINE 100MG	100mg	Tablet	1 pc	33000
40	TETRA CYCLINE 250 MG	250mg	Tablet	1 pc	55000
41	LEVOFLOXACIN 500 MG	500mg	Tablet	1 pc	11000
42	FLUCONAZOLE 150 MG	150mg	Tablet	1 pc	2200
43	AZITHROMYCIN 250 MG	250mg	Tablet	1 pc	13200
44	AZITHROMYCIN 500 MG	500mg	Tablet	1 pc	6600
45	CLARITHROMYCIN 250 MG	250mg	Tablet	1 pc	11000
46	AMOXICILIN+ CLAVUNIC ACID 625 MG	625mg	Tablet	1 pc	16500
47	CEFUROXIME 500 MG	500mg	Tablet	1 pc	11000
48	ACELOFENAC + PARACETAMOL	100mg+325mg	Tablet	1 pc	22000
49	INDOMETHACIN 50 MG	50mg	Tablet	1 pc	55000
50	PARACETAMOL 500 MG TABLET	500mg	Tablet	1 pc	176000
51	DICLOFENAC 50 MG	50mg	Tablet	1 pc	55000
52	ASPIRIN 150 MG	150mg	Tablet	1 pc	66000
53	PENTAPRAZOLE 40 MG	40mg	Tablet	1 pc	27500
54	ALUMINIUM HYDROXIDE+MEGNESIUM HYDROXIDE SYP	250 mg +50 mg + Semithicone 50 mg	Suspension	1 pc	2750
55	SUCRALFATE+ OXETHAZINE	150ml/200ml	syrup	1 pc	1650
56	OMEPRAZOLE 20 MG CAP	20mg	Capsule	1 pc	66000
57	AMOXICILIN 125 MG/5ML (SUSP)	125mg/5ml	Suspension	1 pc	4400
58	AMOXY/CLAVUNIC -DRY SYP	200mg+28.5mg	Syrup	1 pc	2200
59	AZITHROMYCIN 200 MG/5ML	200mg/5ml	Suspension	1 pc	1100
60	OFLOXACIN 50 + ORNIDAZOLE 125 MG (SYP)	50+125mg	Syrup	1 pc	550
61	IRON SYP	300ml/200ml		1 pc	2750

62	MULTI VITAMIN SYP 200ml	<ul style="list-style-type: none"> <li>• Vitamin B12 - 1 MCG</li> <li>• Vitamin D3 - 200 IU</li> <li>• Vitamin B1 - 1.5 MG</li> <li>• Niacinamide - 15 MG</li> <li>• Vitamin B2 - 1.5 MG</li> <li>• Vitamin B6 - 1.5 MG</li> <li>• Vitamin A - 2500 IU</li> <li>• Vitamin E - 10 IU</li> <li>• Magnesium Sulphate - 22 MG</li> <li>• Manganese Chloride - 2.5 MG</li> <li>• Chromium Chloride - 25 MCG</li> <li>• D-Panthenol - 5 MG</li> <li>• Zinc Gluconate - 3 MG</li> <li>• Biotin - 100 MCG</li> <li>• Selenious Acid - 30 MCG</li> </ul>	200 ml Syrup	1 pc	2750
63	ALBENDAZOLE 400 MG 10 ML SYP	400mg/10ml	Syrup	1 pc	550
64	MERTONIDAZOLE 125MG/5ML SUSPENSION	125mg/5ml	Syrup	1 pc	330
65	CEFTRIAxon 1 GM	1gm	Injection	1 pc	3300
66	MEROPENAM 1 GM	1gm	Injection	1 pc	2750
67	CEFTRIXONE 1 GM+ TAZOBACTUM 125	1gm+125mg	Injection	1 pc	550
68	DICLOFENAC 30ML 25 MG	30ml/25mg	Injection	1 pc	550
69	AMOXY 500+ CLAVAM 100 MG INJ	500mg+100mg	Injection	1 pc	2750
70	SULBACTAM 1G	1g	Injection	1 pc	2200
71	RANITIDINE INJ 2ML	2ml	Injection	1 pc	1650
72	PANTAPRAZOLE 40 MG INJECTIONS	40mg	Injection	1 pc	2750
73	ARTESUNATE 60MG	60mg	Injection	1 pc	2200
74	AMOXILIN+CLAVUNIC ACID 325	325mg	Tablet	1 pc	11000
75	ACYCLOVIR -200MG	200mg	Tablet	1 pc	27500
76	ACCLOVIR-400	400mg	Tablet	1 pc	6600
77	ACYCLOVIR-800	800mg	Tablet	1 pc	11000
78	CETRIZINE 10 MG	10mg	Tablet	1 pc	11000
79	TRICHOLINE CITRATE+ CYPROHEPATIDINE( SYP)	275 mg/5ml + 2 mg /5 ml	Suspension	1 pc	1100
80	DOTRAVIN80 MG + MEFENAMIC ACID 250 MG TAB	80mg+250mg	Tablet	1 pc	33000
81	DICLOMINE HYDROCHLORIDE 20 MG + MEFENIC ACID	20mg+250mg	tablet		22000
82	SIMVASTATIN TABLET 10MG	10mg	Tablet	1 pc	11000

83	SIMVASTATIN TABLET 20MG	20mg	Tablet	1 pc	11000
84	LOSARTAN TABLET 25 MG	25mg	Tablet	1 pc	11000
85	LOSARTAN TABLET 50 MG	50mg	Tablet	1 pc	11000
86	CLOPIDOGREL TABLET 75MG	75mg	Tablet	1 pc	11000
87	ATORVASTATIN TABLET 10MG	10mg	Tablet	1 pc	11000
88	ATORVASTATIN TABLET 20MG	20mg	Tablet	1 pc	11000
89	ATORVASTATIN TABLET 40MG	40mg	Tablet	1 pc	5500
90	CEFTAZIDIME INJECTION 500MG	500mg	Injection	1 pc	2750
91	CEFTAZIDIME INJECTION 1MG	1mg	Injection	1 pc	2200
92	CEFTRIAZONE INJECTION 1G	1g	Injection	1 pc	2200
93	CEFTRIAZONE INJECTION 250MG	250mg	Injection	1 pc	5500
94	METRONIDAZOLE INJECTION 500MG	500mg	Injection	1 pc	5500
95	CLINDAMYCIN INJECTION 300MG	300mg	Injection	1 pc	3300
96	AZITHROMYCIN TABLET 500MG	500mg	Tablet	1 pc	5500
97	AZITHROMYCIN TABLET 250MG	250mg	Tablet	1 pc	5500
98	CARVEDILOL TABLET 6.25MG	6.25mg	Tablet	1 pc	11000
99	CARVEDILOL TABLET 12.5MG	12.5mg	Tablet	1 pc	5500
100	CARVEDILOL TABLET 25MG	25mg	Tablet	1 pc	5500
101	RANITIDINE TABLET 150MG	150mg	Tablet	1 pc	110000
102	IBUPROFEN TABLET 400MG	400mg	Tablet	1 pc	110000
103	PACLITAXEL INJECTION 300MG	300mg	Injection	1 pc	550
104	OXALIPLATIN INJECTION 100MG	100mg	Injection	1 pc	275
105	CARBOPLATIN INJECTION 450MG	450mg	Injection	1 pc	275
106	DICLOFENAC INJECTION 75MG/3ML	75mg/3ml	Injection	1 pc	110000
107	DIMENHYDRINATE INJECTION 50MG/ML	50mg/ml	Injection	1 pc	8800
108	HYDROCORTISONE INJECTION 100MG/2ML	100mg/2ml	Injection	1 pc	11000
109	HYDROCORTISONE INJECTION 250MG/2ML	250mg/2ml	Injection	1 pc	5500
110	GLICLAZIDE TABLET 30MG	30mg	Tablet	1 pc	11000
111	GLICLAZIDE TABLET 60MG	60mg	Tablet	1 pc	6600
112	GLIMEPIRIDE TABLET 2MG	2mg	Tablet	1 pc	22000
113	GLIMEPERIDE TABLET 4MG	4mg	Tablet	1 pc	22000
114	SALMETEROL/FLUTICASONE INHLER 25MCG/250MCG	25mcg/250mcg	Inhaler	1 pc	550
115	OMEPRAZOLE CAPSULE 20MG	20mg	Capsule	1 pc	55000
116	OMEPRAZOLE INJECTION 40MG/ML	40mg/ml	Injection	1 pc	2200
117	METFORMIN TABLET 850MG	850mg	Tablet	1 pc	55000
118	SALBUTAMOL INHALER 100MCG/DOSE	100mcg/dose	Inhaler	1 pc	1100
119	ALBENDAZOLE SUSPENSION 200MG/5ML	200mg/5ml	Suspension	1 pc	3300
120	PROPRANOLOL TABLET 40MG	40mg	Tablet	1 pc	55000

121	PROPRANOLOL TABLET 10MG	10mg	Tablet	1 pc	55000
122	METOCLOPRAMIDE INJECTION 10MG/2ML	10mg/2ml	Injection	1 pc	55000
123	METRONIDAZOLE TABLET 500MG	500mg	Tablet	1 pc	110000
124	METRONODAZOLE 250MG	250mg	Tablet	1 pc	110000
125	METOCLOPRAMIDE HCL INJECTION 10MG/2ML	10mg/2ml	Injection	1 pc	55000
126	SALBUTAMOL RESPIRATORY SOLUTION 5MG/ML	5mg/ml	solution	1 pc	11000
127	Snake Anti Venum Serum*(Snake Venum)	<p>Lypholised Polyvalent, Enzyme Refined, Equine Immunoglobulins</p> <ul style="list-style-type: none"> <li>• Each ml upon recosititution to 10ml with sterilised water for injections B P neutralises the snake venoms of the following : Each 1ml serum contains antibodies that neutralizes</li> </ul> <ol style="list-style-type: none"> <li>1) Najahaje-75LD50</li> <li>2) naja nigricollis - 25LD50.</li> <li>3) Cerastes Cerastes 75LD50.</li> </ol> <ul style="list-style-type: none"> <li>• Para-specifically</li> </ul> <ol style="list-style-type: none"> <li>1. Walterinnesia Aegyptia</li> <li>2. Bitis gabonica(East, Central &amp; Southern Africa)</li> <li>3.Echis Carinatus</li> <li>4. macrovitera Xanthina</li> <li>5. Macrovitera Ledetina.</li> <li>6.Vipera Ammodytes</li> <li>7. Cerastes vipera</li> <li>8. Naja naje oxiana.</li> <li>9. Naja Mossambisa.</li> <li>10. Naja melanoleuca</li> <li>11. Bitis arietans.</li> <li>12. Vipera palestinae.</li> </ol> <p>Preservative : Cresol BP &lt;0.25% v/v.</p>	Vial	1 pc	55000

128	Scorpion Venum antiserum*	<p>Polyvalent, Enzyme Refined, Equine Immunoglobulins</p> <ul style="list-style-type: none"> <li>• Each 1ml serum contains antibodies that neutralizes</li> <li>1) Leirus</li> <li>Quinquestraitus-50LD50</li> <li>2) Androtonus Ameoreusi -35LD50.</li> <li>• Para-specifically</li> <li>1. Anroctonus Crassicauda - 25LD50.</li> <li>2. Anroctonus Aeneas- 3.0LD50.</li> <li>3. Anroctonus Australis- - 75LD50</li> <li>4. Scorpiomarus Palmatus-30LD50</li> <li>5. Bathus Occitanus- 7.0LD50.</li> <li>6. Ortho-Cresol(preservative)≤ 0.25%</li> <li>7. Protein -)≤ 17%</li> </ul>	vial	1 pc	33000
129	DT Adult Vaccine Diphteria & Tetanus	0.5 ml	vial	1 pc	44000
130	Measeles Single Doses	<p>Measles Vaccine (Live) (1000ccid50) + Mumps Virus Vaccine (5000ccid50) + Rubella vaccine (Live) (1000ccid50)- 1 ml</p>	Vial	1 pc	11000
131	BCG Vaccine	40 mg/1 ml	Vial	1 pc	33000
132	DPT	1 ml	Vial	1 pc	22000

\*Serums required are for Jordan country

## **ANNEXURE – 6 A**

### **INSTRUCTION FOR PACKAGING OF DRUGS & MEDICAL CONSUMABLES**

1. Every Consignment of Blood and related products should be certified to be  
(a) AIDS Free (b) Hepatitis B Free.
2. Strips of Aluminium foils refer to gauge 04.
3. Aluminium foils as back material for blisters refer to gauge 025.
4. The rigid PVC used in blister packing should be of not less than 250 micron
5. All plastic / glass bottles should be new / virgin neutral glass as per relevant Pharmacopeia Requirement and Non-Pyrogenic
6. Ointments should be packed in liquidized Aluminium Tubes.
7. LVP Fluid bottles should be FFS / BFS Plastic Bottle as per revised Schedule – M and Eye / Ear Drops should be of FFS plastic bottles.
8. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
9. Specification of outer cartons are as per Annexure
10. All tablets should have a score line.
11. All liquid orals should be provided with a measuring device.
12. All plastic containers should be made of virgin grade plastics as per relevant pharmacopeia requirement.
13. All plastic jars above 450 gms / ml should carry an inner plastic lid.
14. Injection in vials should have a snap of seals.
15. Bioavailability report should be submitted in the case of the following drug  
(1) Tab Digoxin
16. The strips shall be aluminium strip / blisters with aluminium foil back.
17. All injectable (Ampoules) should have a cutter in each unit box.
18. All hygroscopic drugs and sugar coated tablets should be stripped in Aluminium foil / Blister pack.
19. Bandage, Gauze, Plaster Bandage, Roller Bandage & Cotton should be packed in first packed in plastic bags.
20. Each packing shall be marked with nomenclature of the Item and shall be labeled in accordance with the requirement of relevant standards as applicable.
21. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia / Standards.
22. Packing should be able to prevent damage or deterioration during transit
23. Bidder should ensure sufficient packing adequate for export purpose for the products quoted.

## **ANNEXURE – 6 B**

### **I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES**

#### **GENERAL SPECIFICATIONS**

1. No corrugate package should weigh more than 15 Kgs (i.e., product + inner carton + corrugated box).
2. All Corrugated boxes should be of `A' grade paper i.e., Virgin.
3. All items should be packed only in first hand boxes only.

#### **FLUTE:**

4. The corrugated boxes should be of narrow flute.

#### **JOINT:**

5. Every box should be preferably single joint and not more than two joints.

#### **STITCHING:**

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

#### **FLAP:**

7. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 should not crack.

#### **TAPE:**

8. Every box should be sealed with gum tape running along the top and lower opening.

#### **HOOPING STRAP:**

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

#### **LABEL:**

10. The product label on the cartoon should be large enough and should carry the correct technical name, strength of the product, batch No., date of manufacturing, date of expiry, quantity packed, Manufacturer's details (Mfg. Lic. No., Address and other relevant information), Gross Wt., and Net Wt. of the box.

#### **OTHERS:**

12. No box (shipper carton) should contain mixed products.

### **II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES**

- (1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120 gsm.
- (2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm<sup>2</sup>

### **III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml. AND BELOW 1 LIT.**

- (1) All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.
- (2) Grammage: Outer box should be 150 gsm inside partition / lining should be 120 gsm
- (3) Ply: 7 Ply.
- (4) Bursting Strength: Not less than 12 Kg/Cm<sup>2</sup>

### **IV. SPECIFICATION FOR IV FLUIDS**

- (1) Each corrugated box may carry a maximum of
  - a. 12 bottles of 1000 ml or
  - b. 24 bottles of 500 ml or
  - c. 100 bottles of 100 ml individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.



- (2) Grammage: Outer box should be 150 gsm inside partition / lining should be 120 gsm
- (3) Ply: 5 or 7
- (4) Bursting Strength: Not less than 12 Kg/Cm<sup>2</sup>

#### **V. SPECIFICATIONS FOR LIQUID ORALS – 50 ml to 120 ml bottles.**

- (1) Maximum 120 bottles of 50ml or 60ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply. Maximum 100 bottles of 100 ml - 120 ml may be packed in a similar manner in a single corrugated box.
- (2) If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.
- (3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm
- (4) Ply : 7 ply
- (5) Bursting Strength : Not less than 12 Kg/Cm<sup>2</sup>
- (6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm<sup>2</sup>.

#### **VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:**

- (1) No corrugate box should weigh more than 7-8 Kgs.
- (2) Every Ointment tube should be individually packed in cartoon and then packed in 20's in a grey board box, which may be packed in a corrugated box.
- (3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

#### **VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)**

- (1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.
- (2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.
- (3) Bursting strength for CB boxes for
  - a. Vials : Note less than 13 Kg/Cm<sup>2</sup>
  - b. Amp : Note less than 9 Kg/Cm<sup>2</sup>
- (4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.
- (5) If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with centre pad.
- (6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.0
- (7) Vials of eye and ear drops should be packed in an individual cartoon with a dispensing device. If the vial is of FFS technology, they should be packed in 50's in a grey board box.

#### **VIII. SPECIFICATION FOR THERMOCOOL BOXES HOLDING TABLETS / CAPSULES / INJECTABLE (IN VIALS AND AMPOULES)**

- (1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.
- (2) The thermo cool box should be packed with sufficient number of **cold packs** to maintain the desired temperature for the entire contents throughout the period of transit. Only first hand thermo cool boxes should be used

**ANNEXURE – 6 C**

**SPECIMEN LABEL FOR OUTER CARTON**

**Product Name:** (like Paracetamol IP - 500mg)

**Batch No. :**

**Mfg. Date:**

**Exp. Date:**

**Total Quantity:**

**Net Weight of the Carton:**

**Manufactured By:**

**Annexure-7**

**EMD BANK GURANTEE FORMAT**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ ( name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that We, \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (Name of Country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "theBank") are bound unto \_\_\_\_\_ (name of purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CONDITIONS of this obligation are:**

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;  
OR
  - (b) does not accept the correction of errors in accordance with Instruction to Bidders  
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... days/months after the date of bid opening i.e, ..... days/months after .....(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

**Annexure-8**

**MANUFACTURER'S AUTHORIZATION FORM**

No. \_\_\_\_\_ Dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Bid Ref. No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ Registered office at \_\_\_\_\_ possessing Manufacturing Licence No. \_\_\_\_\_, dated \_\_\_\_\_, valid upto \_\_\_\_\_ (copy enclosed) do hereby authorize M/s \_\_\_\_\_ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,  
(Name )  
for and on behalf of M/s \_\_\_\_\_  
(Name of Manufacturers)

**Note :** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**For and behalf of the firm  
(Firm Name & Address)**

**Annexure 9**

**LIST OF QUOTED PRODUCT**

SI No	Sr. no as per Tender	Name of Items	UOM	Shelf Life of Item offered (in Months)	Packing	Manufactured by	Self Mfg./loan Licence /3 <sup>rd</sup> Party
1							
2							
3							

**Annexure 10**

**CHECKLIST**

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD/ Tender Fee in the form of BG/DD			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration.			
5	Copy of valid GMP or WHO GMP or CoPP (Certificate of Pharmaceutical Product) Certificate in respect of the formulations/products quoted in the Tender whichever is applicable.			
6.	In case of surgical products, Firms must have valid GMP (Good Manufacturing Practices) as per Schedule 'M' / ISO 13485 / CE / ISO 9001:2008 certificate issued by licensing Authorities			
7	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
8	In case of authorized distributors quoting the tender, along with their certificate of registration details, place of registration, principal place of business; they would also be furnishing duly attested copy of manufacturing license of the principal manufacturer"s and other relevant documents			
9	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
10	Documentary proof establishing market standing for last three year (2015-16, 2016-17, 2017-18 ) in the form of supply orders from the licensing authority.			
12	Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years is not less than Rs.15 crores duly certified by a chartered accountant			
13	Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years is not be less than Rs.1 crores certified by a chartered accountant. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturer in the last three financial years is not be less than Rs.15 crores certified by a chartered accountant is to be submitted.			
14	Submit copy of Recent Non conviction certificate			
15	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
16	Authorization letter from manufacturer (Self-attested Copy).			

17	Annexue 1 - Self Declaration			
18	Annexure 2 - Price Schedule			
19	Annexure 3 - Bid Form			
20	Annexure 4- Under taking letter for replacement of complaint/defective goods			
21	Annexure 5- List of Items Quoted			
22	Annexure 6A,6B,6C - Instruction of Packaging			
23	Annexure 7 - EMD Bank Guarantee Format			
24	Annexure 8 - Manufacture Authorization Form			
25	Annexure 9 - List of Quoted Product			
26	Annexure 10 - Check List			
27	Annexure 11 - Pre-Contract Integrity Pact			
28	Copy of PAN Card & GSTN details			

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

## **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 FirstParty.

### **And**

----- India represented by Shri -----  
(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. 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 viewto:-

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 transparentprocedures.

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 abreach.

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 integrator / manufacturer / 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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractor(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, 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 IntegrityPact.

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, whereverrequired:-

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

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. Independent External Monitor(s)**

6.1. 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).

6.2. 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.

6.3. The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4. 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.

6.5. As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.

6.6. 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.

6.7. 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.

6.8. 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.7.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.8. 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.9. 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.10. 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.11. 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. 12. Other provisions**

12.1. 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 IntegrityPact.

12.2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12.3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

**HLL BIDDER**

Witness	Witness
1.....	1.....
2.....	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.