

Tender Document for the supply of
**MULTI-SPECIALITY DRUGS / PHARMACEUTICAL PRODUCTS
TO HLL RETAIL PHARMACIES IN VARIOUS PARTS OF
COUNTRY UNDER RATE CONTRACT**

IFB No. HLL/MKTG/MSD/2015-16/01 DT. 23.09.2015

HLL Lifecare Limited

(A Govt. of India Enterprise)

Free Generic Pharmacy

All India Institute of Medical Sciences,

Ansari Nagar, New Delhi - 110029

Tel: +011-26589083

Website – www.lifecarehll.com

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Tender document for the supply of Multi-Specialty drugs / pharmaceutical products to HLL Retail Pharmacies in various parts of country under rate contract

IFB No	:	HLL/MKTG/MSD/2015-16/01 DT. <u>23.09.2015</u>
DATE OF COMMENCEMENT OF BIDS	:	25.09.2015, 10.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	28.09.2015, 14.30 HRS
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	28.09.2015, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited Free Generic Pharmacy All India Institute of Medical Sciences, Ansari Nagar, New Delhi - 110029
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited Free Generic Pharmacy All India Institute of Medical Sciences, Ansari Nagar, New Delhi - 110029 E-mail: rajasekar@lifecarehll.com , rajeshramakrishnan@lifecarehll.com

Notice Inviting Tender

Tender document for the supply of Multi-Specialty drugs / pharmaceutical products to Retail Pharmacies in various parts of country under rate contract

HLL LIFECARE LIMITED (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Pharmaceutical Products through its Pharma & Healthcare Divisions.

HLL has been mandated by the Govt. of India to open pharmacies and supply Cancer & Cardiovascular drugs at affordable prices in the Government hospitals and Cancer Institutes across the country. HLL invites bids from interested parties under the two-bid system for supply of Pharmaceutical Products.

The scope of work under the present tender covers the following:

1. Supply of Pharma medicine to HLL Retail Pharmacies at various parts of the country.
2. Supply the product to HLL's store located in various parts of country.
3. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP or equivalent standard for each batch of all products purchased from the party.

The details of item, item specifications and terms & conditions etc. are given in Tender documents. The Tender documents can be downloaded from our website www.lifecarehll.com.

Last date for Receipt of Technical & Price bid	28.09.2015 (14:30 Hrs.)
Opening of Technical Bids	28.09.2015 (15:00 Hrs.)

Opening of Price bid of qualified vendors will be informed later

We request you to submit your separate sealed technical and Price bids for the Product being quoted by you. Sealed bids are to be submitted by the closing date i.e. before 14.30 Hrs 26.09.2015. The technical bids will be opened as per the above scheduled in the presence of the bidders, who opt to be present.

In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

In case you need any further information, please feel free to contact the undersigned on E-mail: rajasekar@lifecarehll.com, rajeshramakrishnan@lifecarehll.com

Tel: +011-26589083. Website – www.lifecarehll.com

Vice President (Marketing)

BID DATA SHEET

Address for Communication	Vice President (Marketing) HLL Lifecare Ltd. (A Govt. of India Enterprise) Free Generic Pharmacy All India Institute of Medical Sciences, Ansari Nagar, New Delhi - 110029 Tel: +011-26589083 Email – rajasekar@lifecarehll.com , rajeshramakrishnan@lifecarehll.com Website – www.lifecarehll.com
Bid validity	12 Months from the date of opening the financial bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.
No. of copies	No. of copies: 1 original + 1 copy
Pre Bid Meeting	Not Applicable
Dead line for submission of Technical and Price Bids	28.09.2015 (14:30 Hrs.)
Date, time and place of opening of Technical bid	28.09.2015 (15:00 Hrs.)
Date, time and place of opening of Price bid of qualified vendors	Will be informed later

1. COMPANY BACKGROUND

HLL LIFECARE LIMITED (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. Our Corporate head office is at Thiruvananthapuram, Kerala. We have two production facilities in Thiruvananthapuram and one at Belgaum, Karnataka, Procurement & consultancy office at Noida, manufacturing facility at CSEZ and marketing offices across the country.

HLL has developed an impressive production infrastructure for a range of Contraceptives and Health Care Products. We are also planning to venture into new and challenging frontiers in the area of Health Care such as Vaccines, R&D, Hospitals and Pharmaceuticals. The total employees strength of HLL is around 2000.

2. PRODUCT SPECIFICATION

Drugs/medicines 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.

SI No	Product name
1	5-Flurouracil 250 mg Inj
2	5-Flurouracil 500 mg Inj
3	Actinomycin D .5mg inj
4	Amifostin 500 mg Inj
5	Anti-Thymocyte Immunoglobuline 250 mg Inj
6	Arsenic Trioxide 10 mg Inj
7	Bendamustine 100 mg Inj
8	Bevacizuma 100 mg Inj
9	Bleomycin 15 mg Inj
10	Bortezomib 2mg Inj
11	Bortezomib 3.5 mg Inj
12	Bortezumab 1 mg Inj
13	Busulphan 60 mg Inj
14	Cabazitaxel 60 mg Inj
15	Calcium Leucovorin 15 mg Inj
16	Calcium Leucovorin 50 mg Inj
17	Capsfungine 50mg Inj
18	Capsfungine 70mg Inj
19	Carboplatin 150 mg Inj
20	Carboplatin 450 mg Inj
21	Carboplatin 600 mg Inj
22	Carboplatin Lyophilized 150 mg Inj
23	Carboplatin Lyophilized 450 mg Inj
24	Carmustine 100 mg Inj
25	Cetuximab 100 mg
26	Cetuximab 500 mg Inj
27	Cisplatin 100 mg Inj
28	Cisplatin 10 mg Inj
29	Cisplatin 50 mg Inj
30	Cladribine 10 mg Inj
31	Cyclophosphamide 1 gm Inj
32	Cyclophosphamide 200 mg Inj
33	Cyclophosphamide 500 mg Inj
34	Cytarabine 100 mg Inj
35	Cytarabine 1 gm Inj
36	Cytarabine 500 mg Inj
37	Cytocine Arabinose Inj 100mg, 500mg, 1000mg
38	Cyclosporin 100 mg Inj
39	Dacarbazine 100 mg Inj

40	Dacarbazine 200 mg Inj
41	Dacarbazine 500 mg Inj
42	Dactinomycin D 500 mg Inj
43	Darbopoetin 100 mg Inj
44	Darbopoetin 200 mg Inj
45	Daunorubicin 20 mg Inj
46	Decitabin 50 mg Inj
47	Docetaxel 120 mg Inj
48	Docetaxel 120 mg Inj - Ready to use
49	Docetaxel 20 mg Inj
50	Docetaxel 20 mg Inj - Ready to use
51	Docetaxel 80 mg Inj
52	Docetaxel 80 mg Inj - Ready to use
53	Doxorubicin 10 mg Inj
54	Doxorubicin 10 mg Inj - Ready to use
55	Doxorubicin 50 mg Inj
56	Doxorubicin 50 mg Inj - Ready to use
57	Epirubicin 10 mg - Ready to use
58	Epirubicin 100 mg Inj
59	Epirubicin 10 mg Inj
60	Epirubicin 150 mg Inj
61	Epirubicin 50 mg Inj - Ready to use
62	Epirubicin 50 mg Inj
63	Erythropoitin 10000IU PFS
64	Erythropoitin 40000IU PFS
65	Etoposide 100 mg Inj
66	Ferric Carboxymaltose 100 mg 2 ml Inj
67	Ferric Carboxymaltose 500 mg 10 ml Inj
68	Filgrastim 300 Mcg PFS Inj
69	Filgrastim 300 Mcg Vial Inj
70	Filgrastim 500 mcg Inj
71	Fludarabine Phospat 50 mg Inj
72	Fulvestrant 250 mg Inj
73	Fulvestrant 500 mg Inj
74	Gemcitbine Hydrochloride 1.4 g Inj
75	Gemcitbine Hydrochloride 1 g Inj
76	Gemcitbine Hydrochloride 200 mg Inj
77	Gosereline Acetate 10.8 mg Inj
78	Gosereline Acetate 3.6 mg Inj
79	Granulocyte stimulating factor 300mcg
80	Ibadronic Acid 6 mg Inj
81	Idarubicin 5 mg Inj
82	Ifosfamide 0.5 mg Inj
83	Ifosfamide 1 gm Inj
84	Ifosfamide 2 gm Inj
85	Intereferon 30 MIU Inj

86	Intereferon 3 MIU Inj
87	Intereferon 5 MIU Inj
88	Intereferon A 18 MIU Inj
89	Intereferon 40 mg Inj
90	Irinotecan 100 mg Inj
91	Ixabepilone 15 mg Inj
92	Ixabepilone 45 mg Inj
93	L-Asparaginase 10000 IU
94	L-Asparaginase 5000 IU
95	Lenograstim 34 Inj
96	Leucovorin 15mg
97	Leucovorin 50mg
98	Leuprolide Acetate 11.25 mg Inj
99	Leuprolide Acetate 22.5 mg Inj
100	Leuprolide Acetate 3.5 mg Inj
101	Mercaptopurine Inj 100mg
102	Methortrexate 1 gm Inj
103	Methortrexate 500 mg Inj
104	Methotrexate 15 mg Inj
105	Methotrexate 50 mg Inj
106	Mitomycin 10 mg Inj
107	Mitomycin 2 mg Inj
108	Mitomycin 40 mg Inj
109	Mitomycin C 10mg
110	Mitoxantrone 20 mg Inj
111	Nano-Particle paclitaxel 100 mg Inj
112	Nano-Particle paclitaxel 300 mg Inj
113	Nano-Particle Paclitaxel 30 mg Inj
114	Nimotuzumab 200 mg Inj
115	Non Peglected Liposomal doxorubicin Inj 20 mg
116	Non Peglected Liposomal doxorubicin Inj 50 mg
117	Octreotide LA 10 mg Inj
118	Octreotide LA 20 mg Inj
119	Octreotide LA 30 mg Inj
120	Oxaliplatin 100 mg Inj
121	Oxaliplatin 50 mg Inj
122	Paclitaxel 100 mg Inj
123	Paclitaxel 100mg with Human Albumin
124	Paclitaxel 250 mg Inj
125	Paclitaxel 260 mg inj
126	Paclitaxel 300 mg Inj
127	Paclitaxel 30 mg Inj
128	Paclitxel (Protein Bound Particlex) 100 mg Inj
129	Pamidronate 30mg
130	Pamidronate 60mg
131	Pamidronate 90mg

132	Palonosetron Hydrochloride 0.250 mg Inj
133	PEG Filgastim 6 mg Inj
134	Pegylated L Doxorubicin 10 mg Inj
135	Pegylated L Doxorubicin 20 mg Inj
136	Pegylated L Doxorubicin 50 mg Inj
137	Pemetrexed 100 mg Inj
138	Pemetrexed 500 mg Inj
139	Rasburicase 1.5 mg Inj
140	Ritiximab 500 mg Inj
141	Ritiximab 100 mg Inj
142	Solvent for Docetaxel 120 mg
143	solvent for Docetaxel 250 mg
144	Solvent for Docetaxel 80 mg
145	Temsirolimus 25 mg Inj
146	Topotecan Hydrochloride 2.5 mg Inj
147	Trabectedin 1 mg Inj
148	Trastuzumab 150 mg Inj
149	Trastuzumab 440 mg Inj
150	Mesna 100 mg Inj
151	vinblastin Sulphate 10 mg Inj
152	Vincristine Sulphate 1 mg Inj
153	Vinorelbine 10 mg Inj
154	Vinorelbine 50 mg Inj
155	Zoledronic Acid 4 mg Inj
156	Abiraterone Acetate 250 mg Tab
157	Anastrozole 1 mg Tab
158	Apprepitant 125/80mg Combi pack Cap
159	Bicalutamide 50 mg Tab
160	Busulphan 2 mg Tab
161	Capecitabine 500 mg Tab
162	Chlorambucil 2 mg Tab
163	Chlorambucil 5 mg Tab
164	Cyclophosphamide 50 mg Tab
165	Cyclosporin 100 mg Sofgel
166	Cyclosporin 25 mg Sofgel
167	Cyclosporin 50 mg Sofgel
168	Dasatinib 20 mg Tab 30's
169	Dasatinib 50 mg Tab 30's
170	Dasatinib 70 mg Tab
171	Deferasirox 250 mg Tab
172	Deferasirox 500 mg Tab
173	Eltrombopag Olamine 25 mg Tab
174	Eltrombopag Olamine 50 mg Tab
175	Erlotinib 100 mg Tab
176	Erlotinib 150 mg Tab
177	Estramustine Phosphate 140 mg Tab

178	Etoposide 50 mg Tab
179	Everolinmum 10 mg Tab
180	Everolinmum 5 mg Tab
181	Exemestane 25 mg Tab
182	Fludarabine Phosphate 10 mg Tab
183	Flutamide 250 mg Tab 10's
184	Geftinib 250 mg Tab
185	Hydroxyurea 500 mg Cap
186	Ibandronic Acid 150 mg Tab
187	Ibandronic Acid 50 mg Tab
188	Imatinib Mesylate 100 mg Cap
189	Imatinib Mesylate 400 mg Cap
190	Lapatinib Ditosylate 250 mg Tab
191	Lenalidomide 10 mg Cap
192	Lenalidomide 15 mg Cap
193	Lenalidomide 25 mg Cap
194	Lenalidomide 5 mg Cap
195	Letrozole 2.5 mg Tab
196	Leucovorin Calcium 50 mg Tab
197	Lomustine 40 mg Cap
198	Megestrol Acetate 160 mg Tab
199	Megestrol Acetate 40 mg Tab
200	Melphalan 2 mg Tab
201	Melphalan 5 mg Tab
202	Mercaptopurine 50 mg Tab
203	Methotrexate 10 mg Tab
204	Methotrexate 15mg Tab
205	Methotrexate 2.5 mg Tab
206	Methotrexate 7.5 mg Tab
207	Nilotinib 150 mg Cap
208	Nilotinib 200 mg Cap
209	Pazopanib 200 mg Tab
210	Pazopanib 400 mg Tab
211	Procarbazine HCL 50 mg Cap
212	Soraffenib 200 mg Tab
213	Sunitinib 12.5 mg Tab 7's
214	Sunitinib 25 mg Tab
215	Sunitinib 50 mg Tab
216	Tamoxifen Citrate 10 mg Tab
217	Tamoxifen Citrate 20 mg Tab
218	Tegafur/Uracil 100 mg/224 mg Cap
219	Tegafur/Uracil 250 mg Cap 28's
220	Temozolamide 100 mg Cap
221	Temozolamide 200 mg Cap
222	Temozolamide 250 mg cap
223	Thalidomide 100 mg Cap

224	Thalidomide 200 mg Cap
225	Thalidomide 50 mg Cap
226	Thioguanine 40 mg Tab 10's
227	Tibolone 2.5 mg Tab
228	Topotecan Hydrochloride 0.25 mg Cap
229	Tretinoin All-Trans Retinoic Acid 10 mg Cap

Orders will be placed to the successful parties based on the HLL requirement from time to time.

Specifications of Packing

The goods should be securely packed to withstand all hazards of transport. The packing and marking should be strictly as specified in the Specifications (IP). Loose tablets (without strips) should not be supplied. Packing materials shall be as per the standards in vogue.

Marking:

The packing will also be marked as under

- Nomenclature of Stores (as mentioned in the Supply order)
- Manufacturer's name & Address, License number
- Quantity contained there-in
- Any other particulars as desired by HLL from time to time

3. ELIGIBILITY CRITERIA FOR BIDDERS

For a manufacturer:

1. Valid pharmaceutical product manufacturing license (Self Attested Photo copy)
2. Revised Schedule-M GMP certification for individual products (Self Attested Photo copy)
3. Valid product permission for each of the quoted product (Self Attested Photo copy)
4. All the documents as per format 1 to 9 of this tender document
5. No conviction certificate issued within last six months.
6. Primary manufacture/authorized agents are allowed to participate in the Tender. Manufacturer's authorization form in original may be submitted by participating authorized agents.

(Bidders who had participated in our tenders and submitted the documents above are exempted from submitting the same for this tender. The same shall be indicated in your covering letter)

For a distributor:

1. Valid drug license from the competent authority
2. TIN, VAT Registration & PAN (Self Attested Photo copies)

OTHER DOCUMENTS REQUIRED WITH TECHNICAL BID

1. Power of Attorney for signatory of Bid in Rs 100/- stamp paper duly notarized.
2. Check list as per format 8
3. The bidder should furnish certificate that the medicines / drugs supplied would be of standard quality / quantity manufactured as per IP / BP / USP / NFI or equivalent specification. If some items do not fall under the purview of IP / BP / USP / NFI or equivalent specification, the bidder shall enclose a letter certifying that following items do not fall under the purview of IP / BP / USP / NFI or equivalent specification.

4. GENERAL SCOPE

- i. Supply of Pharma medicine to Retail pharmacy proposed to be opened at various parts of country.
- ii. Supply the product to HLL's store located anywhere in India.
- iii. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP for each batch of all products purchased from the party.
- iv. These medicines will carry all statutory details. Any special marking if required will be indicated later to the successful bidder.

5. GENERAL INSTRUCTIONS TO BIDDERS

1. Ethical Standard

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

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

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

2. Cost of Bidding

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

3. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than a day prior to the deadline for submission of Bids prescribed by the Purchaser.
- ii) During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4. Amendment of bidding documents

- i) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendments published in company website only.
- ii) The amendment will be notified in writing or by fax or by e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

Preparation of Bids

5. Language of Bid

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

6. Documents Accompanying the Bid

The Response to mandatory requirements shall consist of:

- i) A forwarding letter indicating the submission of separate sealed Technical and Financial bids. An authorized person holding the Power of Attorney should sign the letter
 - ii) Power of Attorney in Rs 100/- stamp paper duly notarized.
 - iv) List of Deviations / exclusions (Format-1)
 - v) Organization structure of the Bidder & escalation mechanism.
 - vi) A self-declaration to the effect that the bidder has read and understood the Tender document and has agreed to abide by the Terms and conditions of the Tender.
 - vii) All the documents mentioned in eligibility criteria for Bidders
7. For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
8. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

9. Financial Bid

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

- a) The Price must be quoted in accordance with format-3, Revised Schedule-A attached. Bid should be either typewritten or written in indelible ink. Each page of the Financial Bid should be duly signed by the bidder affixing the office seal.
- b) The soft copy of price quoted as per format-3 Schedule A in CD/DVD marked original/ Duplicate with company name should be submitted along with financial bid. In case of any discrepancy in rates quoted between hard copy and soft copy the rates quoted in hard copy will remain final and binding.
- c) The Rate Quoted per unit (landed price) must include all costs associated with the execution of the contract including taxes, levies, duties, freight, insurance etc and on **F.O.R. HLL Stores, anywhere in India.**
- d) The landed price shall only be considered for evaluation of bids
- e) The bidder who has quoted excise duty “Nil” and item is excisable based on change in turnover etc on award of contract, will not be eligible for revision of price inclusive of excise duty

10. Period of Validity of Bid

Bid shall remain valid up to 12 months from the date of opening the financial bid. However, HLL reserves the right to extend the Price validity by another 12 months or for further period based on mutual agreement.

11. Fixed prices: The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be twelve months (can be extendible) from the date of opening of the price bid and not subject to any variations on any account during this period.

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.

- 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. Liquidated damages:** If the supplier fails to deliver any or all of the goods within time period specified in the supply order, HLL shall recover the liquidated damages from the bidder at the rate of 1% per week of delay of the total order value subject to maximum of 20% of the total order value.
- 15. 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 recover the same from the performance security if the supplier does not make the payment.
- 16. Inspection:** The supplier should submit the internal lab reports for 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)
- 17. Shelf Life:** The supplies of medicines / drugs should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 3/4th of the life of the drug.
- 18. Guarantee/Warranty:** All the losses due to biological degradation of medicines during the life of potency should be made good by supplier. The drugs supplied shall have a warranty of 1 year from the date of supply. In the event of any rectification of the defect or replacement of any defective goods during the warranty period, the same shall be done by supplier free of charge.
- 19. 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 drugs or in respect of this contract.
- 20. 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.
- 21 Fall Clause:** i) The prices charged for the products supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the products or offers to sell the products of identical description to any person(s) / organization(s) including the purchaser or any department of the central government or any department of a state government or any statutory undertaking of the central or a state government, as the case may be, during the period till performance of all supply orders placed during the currency of rate contract is completed.
- ii) if any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or a state government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale stand correspondingly reduced. The above stipulation does not apply to:
- a) Export/deemed export by the supplier
- b) Sale of goods at lower price on or after the date of completion of sale /placement of order of goods by the authority concerned, under the existing or previous rate contracts

as also under any previous contracts entered into with the central or the state government department including new undertaking (excluding joint sector companies and or private parties) and bodies.

22. Flexibility of prices: The purchase has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

23. Goods replacement: Supplier should replace the non moving goods given by HLL before 6 months of their expiry.

Submission of Bids

24. Sealing and Marking of Bids

i) The Bidder shall prepare and seal in **separate packets** the following in duplicate for:

- **Technical Bid**
- **Financial Bid**

Packet will contain the Technical Bid and Price Bid in **separate envelopes**, duly marking the envelopes as **TECHNICAL BID** and **PRICE BID** for Pharmaceutical Products.

All the above packets shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR** IFB No HLL/MKTG/MSD/2015-16/01 DT. 23.09.2015.

- ii) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and
- a) Bear the Contract name, the Invitation for Bids title and number, and the statement “DO NOT OPEN BEFORE” 15.00Hrs ON 26.09.2015. (Mention the date of opening of the bid as given in the tender documents).
 - b) 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.
 - c) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

iii) Deadline for Submission of Bids

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

iv) Late Bids

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

v) 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.

- i) Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- ii) The Bidder’s modifications shall be prepared, sealed, marked, and dispatched as follows
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.

- i) A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline

prescribed for bid submission. The withdrawal notice shall:

Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

- ii) No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
 - vi) 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.
 - vii) The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

Purchaser will not be held responsible for the postal/courier delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

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

25. Bid Opening and Evaluation

viii) Opening of Bids by HLL

- i) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).
Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.
- ii) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.

26. Preliminary Examination of Bids

- i. 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.
- ii. 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.

- iii. 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.
- iv. Prior to the detailed evaluation, pursuant to Eligibility criteria for bidders, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- v. 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.
- vi. For price comparison during evaluation the net unit rate inclusive of all taxes, levies, freight & insurance (column e of Format 3) will only be considered
- vii. For the Financial Bid, only those Bidders qualifying in the Technical bid will be considered.

27. 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.

28. Contacting HLL

- i) 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.
- ii) 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.

29. 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.

30. Notification of Award

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

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

31. Signing of Contract

- i) At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- ii) Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 100/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder.

6. CONDITIONS OF THE CONTRACT

1. Settlement of Disputes

1.1 Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Conciliation/Arbitration

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

1.3 No suspension of work

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

1.4 Award to be binding on all parties

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

1.5 Jurisdiction of Courts

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

2. Time for Commencement and Acceptance

The **successful** Bidder shall submit the final samples within stipulated period given by HLL later.

3. Bidders Responsibilities

3.1 The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.

3.2 The bidder shall acquire in 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 Contract.

3.3 The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.

3.4 The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.

- 3.5 If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
- 3.6 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.
- 3.7 The bidders have to supply the goods within 30 days (Thirty Days) from the date of placing the confirmed order with the supplier. Supplies made shall be in strict conformance with the stipulations of rate contract, Notification of Award and the respective Purchase orders.
- 3.8 Any product related cases shall be borne by the manufacturer.

Payment

4. Terms of Payment

100% payment to the supplier will be processed after:

1. Receipt of material at HLL nominated store location & acceptance of same by stores in good condition.
2. Receipt of the positive test report by HLL from external laboratory. On confirmation of positive test report, payment will be made through RTGS only.
3. Receipt of Documents as detailed below are required for payment from supplier's end.

Documents required for payment from supplier:

- 1) Internal Lab reports from the manufacturer lab
- 2) Consignee receipt certificate
- 3) Invoice, packing list in triplicate giving details of contents and suppliers invoice
- 4) Certificate that goods are of standard quality and manufactured as per IP/NFI/BP/USP or equivalent specification norms, confirming to HLL indent.

5. Delivery Schedule

Goods to be supplied within 30 days (Thirty Days) from the date of placing the confirmed order with the supplier.

6. Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

7. Intellectual Property

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

8. Confidential Information

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party),

divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

9. Force Majeure

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- i) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- ii) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- iii) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- iv) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

Change in Contract Elements

10. Termination

HLL may at any time terminate the Contract for any reason by giving the Bidders a thirty days (30) notice of termination

11. Termination for bidders Default

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

12. Assignment

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

13. Replacement

In case of market complaints due to the quality issues in the Product the bidder shall take the sole responsibility to replace the goods in full to HLL with fresh batch of acceptable goods. An undertaking (Format-5) is to be submitted by the bidder to HLL.

DEVIATIONS /EXCLUSIONS SCHEDULE :

Bidders Proposal Ref No. and Date:
Bidder's Name and Address:

To,

Vice President (MARKETING)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

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

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

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

Date
Place:

Signature:

Name:
Designation:

Common Seal:

SELF-DECLARATION

To,

Vice President (MARKETING)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India.

Dear Sir,

This is to certify that our company has not been Black Listed either by State Government or Government of India in connection with Manufacture and Supply of any of the Pharmaceutical Product(s).

We hereby guarantee that the drugs supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious drugs. We assure that the drugs/medicines to be supplied would be of standard quality/ quantity as per IP/BP/USP/NFI or equivalent specification and shall 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.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

FORMAT- 3

Price Schedule for Supply of Pharma Medicines to Retail pharmacy

SCHEDULE – A

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

SI No	Drug Name	Manufacturer	UOM	MRP	Basic Rate to HLL	Sales Tax / VAT	Total Price to HLL
1	5-Flurouracil 250 mg Inj						
2	5-Flurouracil 500 mg Inj						
3	Actinomycin D .5mg inj						
4	Amifostin 500 mg Inj						
5	Anti-Thymocyte Immunoglobuline 250 mg Inj						
6	Arsenic Trioxide 10 mg Inj						
7	Bendamustine 100 mg Inj						
8	Bevacizuma 100 mg Inj						
9	Bleomycin 15 mg Inj						
10	Bortezomib 2mg Inj						
11	Bortezomib 3.5 mg Inj						
12	Bortezumab 1 mg Inj						
13	Busulphan 60 mg Inj						
14	Cabazitaxel 60 mg Inj						
15	Calcium Leucovorin 15 mg Inj						
16	Calcium Leucovorin 50 mg Inj						
17	Capsfungine 50mg Inj						
18	Capsfungine 70mg Inj						
19	Carboplatin 150 mg Inj						
20	Carboplatin 450 mg Inj						
21	Carboplatin 600 mg Inj						
22	Carboplatin Lyophilized 150 mg Inj						
23	Carboplatin Lyophilized 450 mg Inj						
24	Carmustine 100 mg Inj						
25	Cetuximab 100 mg						
26	Cetuximab 500 mg Inj						
27	Cisplatin 100 mg Inj						
28	Cisplatin 10 mg Inj						
29	Cisplatin 50 mg Inj						
30	Cladribine 10 mg Inj						

31	Cyclophosphamide 1 gm Inj						
32	Cyclophosphamide 200 mg Inj						
33	Cyclophosphamide 500 mg Inj						
34	Cytarabine 100 mg Inj						
35	Cytarabine 1 gm Inj						
36	Cytarabine 500 mg Inj						
37	Cytocine Arabinose Inj 100mg, 500mg, 1000mg						
38	Cyclosporin 100 mg Inj						
39	Dacarbazine 100 mg Inj						
40	Dacarbazine 200 mg Inj						
41	Dacarbazine 500 mg Inj						
42	Dactinomycin D 500 mg Inj						
43	Darbopoetin 100 mg Inj						
44	Darbopoetin 200 mg Inj						
45	Daunorubicin 20 mg Inj						
46	Decitabin 50 mg Inj						
47	Docetaxel 120 mg Inj						
48	Docetaxel 120 mg Inj - Ready to use						
49	Docetaxel 20 mg Inj						
50	Docetaxel 20 mg Inj - Ready to use						
51	Docetaxel 80 mg Inj						
52	Docetaxel 80 mg Inj - Ready to use						
53	Doxorubicin 10 mg Inj						
54	Doxorubicin 10 mg Inj - Ready to use						
55	Doxorubicin 50 mg Inj						
56	Doxorubicin 50 mg Inj - Ready to use						
57	Epirubicin 10 mg - Ready to use						
58	Epirubicin 100 mg Inj						
59	Epirubicin 10 mg Inj						
60	Epirubicin 150 mg Inj						
61	Epirubicin 50 mg Inj - Ready to use						
62	Epirubicin 50 mg Inj						
63	Erythropoitin 10000IU PFS						
64	Erythropoitin 40000IU PFS						
65	Etoposide 100 mg Inj						
66	Ferric Carboxymaltose 100 mg 2 ml Inj						
67	Ferric Carboxymaltose 500 mg 10 ml Inj						

68	Filgrastim 300 Mcg PFS Inj						
69	Filgrastim 300 Mcg Vial Inj						
70	Filgrastim 500 mcg Inj						
71	Fludarabine Phosphat 50 mg Inj						
72	Fulvestrant 250 mg Inj						
73	Fulvestrant 500 mg Inj						
74	Gemcitbine Hydrochloride 1.4 g Inj						
75	Gemcitbine Hydrochloride 1 g Inj						
76	Gemcitbine Hydrochloride 200 mg Inj						
77	Gosereline Acetate 10.8 mg Inj						
78	Gosereline Acetate 3.6 mg Inj						
79	Granulocyte stimulating factor 300mcg						
80	Ibadronic Acid 6 mg Inj						
81	Idarubicin 5 mg Inj						
82	Ifosfamide 0.5 mg Inj						
83	Ifosfamide 1 gm Inj						
84	Ifosfamide 2 gm Inj						
85	Intereferon 30 MIU Inj						
86	Intereferon 3 MIU Inj						
87	Intereferon 5 MIU Inj						
88	Intreferon A 18 MIU Inj						
89	Intreferon 40 mg Inj						
90	Irinotecan 100 mg Inj						
91	Ixabepilone 15 mg Inj						
92	Ixabepilone 45 mg Inj						
93	L-Asparaginase 10000 IU						
94	L-Asparaginase 5000 IU						
95	Lenograstim 34 Inj						
96	Leucovorin 15mg						
97	Leucovorin 50mg						
98	Leuprolide Acetate 11.25 mg Inj						
99	Leuprolide Acetate 22.5 mg Inj						
100	Leuprolide Acetate 3.5 mg Inj						
101	Mercaptopurine Inj 100mg						
102	Methortrexate 1 gm Inj						
103	Methortrexate 500 mg Inj						
104	Methotrexate 15 mg Inj						
105	Methotrexate 50 mg Inj						
106	Mitomycin 10 mg Inj						

107	Mitomycin 2 mg Inj						
108	Mitomycin 40 mg Inj						
109	Mitomycin C 10mg						
110	Mitoxantrone 20 mg Inj						
111	Nano-Particle paclitaxel 100 mg Inj						
112	Nano-Particle paclitaxel 300 mg Inj						
113	Nano-Particle Paclitaxel 30 mg Inj						
114	Nimotuzumab 200 mg Inj						
115	Non Peglected Liposomal doxorubicin Inj 20 mg						
116	Non Peglected Liposomal doxorubicin Inj 50 mg						
117	Octreotide LA 10 mg Inj						
118	Octreotide LA 20 mg Inj						
119	Octreotide LA 30 mg Inj						
120	Oxaliplatin 100 mg Inj						
121	Oxaliplatin 50 mg Inj						
122	Paclitaxel 100 mg Inj						
123	Paclitaxel 100mg with Human Albumin						
124	Paclitaxel 250 mg Inj						
125	Paclitaxel 260 mg inj						
126	Paclitaxel 300 mg Inj						
127	Paclitaxel 30 mg Inj						
128	Paclitxel (Protein Bound Particlex) 100 mg Inj						
129	Pamidronate 30mg						
130	Pamidronate 60mg						
131	Pamidronate 90mg						
132	Palonosetron Hydrochloride 0.250 mg Inj						
133	PEG Filgastim 6 mg Inj						
134	Pegylated L Doxorubicin 10 mg Inj						
135	Pegylated L Doxorubicin 20 mg Inj						
136	Pegylated L Doxorubicin 50 mg Inj						
137	Pemetrexed 100 mg Inj						
138	Pemetrexed 500 mg Inj						
139	Rasburicase 1.5 mg Inj						
140	Ritiximab 500 mg Inj						
141	Ritiximab 100 mg Inj						
142	Solvent for Docetaxel 120 mg						
143	solvent for Docetaxel 250 mg						

144	Solvent for Docetaxel 80 mg						
145	Temsirolimus 25 mg Inj						
146	Topotecan Hydrochloride 2.5 mg Inj						
147	Trabectedin 1 mg Inj						
148	Trastuzumab 150 mg Inj						
149	Trastuzumab 440 mg Inj						
150	Mesna 100 mg Inj						
151	vinblastin Sulphate 10 mg Inj						
152	Vincristine Sulphate 1 mg Inj						
153	Vinorelbine 10 mg Inj						
154	Vinorelbine 50 mg Inj						
155	Zoledronic Acid 4 mg Inj						
156	Abiraterone Acetate 250 mg Tab						
157	Anastrozole 1 mg Tab						
158	Apprepitant 125/80mg Combi pack Cap						
159	Bicalutamide 50 mg Tab						
160	Busulphan 2 mg Tab						
161	Capecitabine 500 mg Tab						
162	Chlorambucil 2 mg Tab						
163	Chlorambucil 5 mg Tab						
164	Cyclophosphamide 50 mg Tab						
165	Cyclosporin 100 mg Sofgel						
166	Cyclosporin 25 mg Sofgel						
167	Cyclosporin 50 mg Sofgel						
168	Dasatinib 20 mg Tab 30's						
169	Dasatinib 50 mg Tab 30's						
170	Dasatinib 70 mg Tab						
171	Deferasirox 250 mg Tab						
172	Deferasirox 500 mg Tab						
173	Eltrombopag Olamine 25 mg Tab						
174	Eltrombopag Olamine 50 mg Tab						
175	Erlotinib 100 mg Tab						
176	Erlotinib 150 mg Tab						
177	Estramustine Phosphate 140 mg Tab						
178	Etoposide 50 mg Tab						
179	Everolinmum 10 mg Tab						
180	Everolinmum 5 mg Tab						
181	Exemestane 25 mg Tab						
182	Fludarabine Phosphate 10 mg Tab						
183	Flutamide 250 mg Tab 10's						

184	Geftinib 250 mg Tab						
185	Hydroxyurea 500 mg Cap						
186	Ibandronic Acid 150 mg Tab						
187	Ibandronic Acid 50 mg Tab						
188	Imatinib Mesylate 100 mg Cap						
189	Imatinib Mesylate 400 mg Cap						
190	Lapatinib Ditosylate 250 mg Tab						
191	Lenalidomide 10 mg Cap						
192	Lenalidomide 15 mg Cap						
193	Lenalidomide 25 mg Cap						
194	Lenalidomide 5 mg Cap						
195	Letrozole 2.5 mg Tab						
196	Leucovorin Calcium 50 mg Tab						
197	Lomustine 40 mg Cap						
198	Megestrol Acetate 160 mg Tab						
199	Megestrol Acetate 40 mg Tab						
200	Melphalan 2 mg Tab						
201	Melphalan 5 mg Tab						
202	Mercaptopurine 50 mg Tab						
203	Methotrexate 10 mg Tab						
204	Methotrexate 15mg Tab						
205	Methotrexate 2.5 mg Tab						
206	Methotrexate 7.5 mg Tab						
207	Nilotinib 150 mg Cap						
208	Nilotinib 200 mg Cap						
209	Pazopanib 200 mg Tab						
210	Pazopanib 400 mg Tab						
211	Procarbazine HCL 50 mg Cap						
212	Sorafenib 200 mg Tab						
213	Sunitinib 12.5 mg Tab 7's						
214	Sunitinib 25 mg Tab						
215	Sunitinib 50 mg Tab						
216	Tamoxifen Citrate 10 mg Tab						
217	Tamoxifen Citrate 20 mg Tab						
218	Tegafur/Uracil 100 mg/224 mg Cap						
219	Tegafur/Uracil 250 mg Cap 28's						
220	Temozolamide 100 mg Cap						
221	Temozolamide 200 mg Cap						
222	Temozolamide 250 mg cap						

223	Thalidomide 100 mg Cap						
224	Thalidomide 200 mg Cap						
225	Thalidomide 50 mg Cap						
226	Thiogaunine 40 mg Tab 10's						
227	Tibolone 2.5 mg Tab						
228	Topotecan Hydrochloride 0.25 mg Cap						
229	Tretinoin All-Trans Retinoic Acid 10 mg Cap						

Date:
Place:

Signature of the Bidder:
Name with seal:

Notes:

- Please indicate the price both in figures as well as in words.
- The prices quoted shall be inclusive of all taxes, duties and levies and also freight & insurance etc. and F.O.R anywhere in India. Form C shall not be issued.
- Preference shall be given to the minimum batch size quoted by any party in case of quoted rates are same.
- The rate quoted should be for per unit of measurement (UOM) only as mentioned in this SCHEDULE - A.

BID FORM

Ref:
Date:

To,

Vice President (Marketing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

Sub: Supply of Pharma Medicines to Retail pharmacy

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

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

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, list of deviations, and Attachments through [specify: the number of attachments] to this Bid Form, up to One year 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 Pharma Medicines to Retail pharmacy Stores and all other related activities.

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

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

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

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

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

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

**UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT
GOODS**

To,

Vice President (Marketing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any market complaint arises, we (name-----) take the responsibility to call back the complaint batches and replace and deliver the replaced stocks to HLL ware house.

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED

To,

Vice President (Marketing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram – 695012
Kerala, India

Dear Sir,

We hereby guarantee you that the goods supplied by us will be according to The Drugs & Cosmetic Act, 1941 and in case of any quality issues of the drugs supplied; we (name-----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

FORMAT-7

LIST OF ITEMS QUOTED

Bid no: _____ Date of Opening _____

Name of the Firm _____

S. No.	DRUG NAME	UOM	Name of manufacturer	Packing offered	Min. batch size	Min. order qty	Lead time (delivery time)	Qty standard	Quoted / Not Quoted

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	Tender Fees, EMD (EMD if Bank Guarantee shall be as per Format-12)			
3	Tender Document Duly Signed and Stamped At All Pages along with Corrigendum (if Any)			
4	Valid pharmaceutical product manufacturing license			
5	Schedule M GMP Certificate			
6	Certificate of constituting the firm			
7	Last two years P & L account and balance sheet duly certified by a Chartered Accountant			
8	Last two years production details of the drugs to be supplied duly certified by a chartered accountant			
9	Last two years purchase orders received from various agencies for the supply of these drugs			
10	Sales Tax Clearance certificate			
11	ISO Certificate if any			
12	Recent No conviction certificate			
13	Manufacturing capacity duly certified by Drug department along with certification from a qualified chartered accountant			
14	Site Master file of factory			
15	Onsite quality assurance and lab facilities with detailed equipments available			
16	Format -1 : Deviations /Exclusions Schedule			
17	Format -2 : Self Declaration			
18	Format -3: Price Schedule (SCHEDULE – A)			
19	Format -4: Bid Form			
20	Format -5: Under taking letter for replacement of market complaint goods			
21	Format -6: Product liability clause for goods supplied			
22	Format -7: List of items quoted			
23	Format- 8: Checklist			
24	Format - 9: Form Of Contract Agreement			

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) **HLL Lifecare Limited**, a Government of India Enterprise, under Ministry of Health and Family Welfare, Government of India and having its Registered Office at HLL Bhavan, Poojapura, Thiruvananthapuram-695012, Kerala, India (hereinafter called “the Purchaser”), and
- (2) [**name of Supplier**], a firm incorporated under the laws of India and having its Registered Office at [insert: **address of Supplier**] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for supply of Multi-specialty Drugs/ Pharmaceutical Products to Retail Pharmacies in various parts of country under rate contract and has accepted the bid of the Supplier for the supply of Multi-specialty Drugs/ Pharmaceutical Products to Retail pharmacy Drugs Stores in various parts of country.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Terms and conditions of Tender enquiry No: HLL/MKTG/MSD/2015-16/01 DT. 23.09.2015
 - (d) Technical Requirements (including Technical Specifications) of Tender Enquiry
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Rate contract and Purchase Order.
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply multi-specialty Drugs/ Pharmaceutical Products to Retail pharmacy in various parts of country and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless the Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney’s fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the supplied multi-specialty Drugs/ Pharmaceutical Products to Retail pharmacy in various parts of country and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

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

S.No.	Brief Description of Goods	Unit Pack Size	Tentative Yearly Order Quantity (units)	All inclusive Unit Price (Rs.)	Delivery Terms

For and on behalf of the Purchaser

Signed: _____
in the capacity of Vice President (Marketing)

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

HLL Lifecare Limited, “the Purchaser”

and

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