

## LIMITED TENDER ENQUIRY DOCUMENT

FOR APPOINTMENT OF WHOLESALER OR DRUG STOCKIEST FOR LOCAL  
PURCHASE OF GENERIC DRUGS/PHARMACEUTICAL PRODUCTS  
HLL/MKTG./AIIMS/LP/14-15 dated 23/07/2014



BY

**HLL Lifecare Limited**  
(A GOVERNMENT OF INDIA ENTERPRISE)

**Marketing Division**

**Free Generic Pharmacy,  
All India Institute of Medical Sciences (A.I.I.M.S.)  
Near Rajkumari Amrit Kaur OPD,  
Adjacent to Medicine OPD  
Ansari Nagar,  
New Delhi – 110029**

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

**Email: [tarun.handa@lifecarehll.com](mailto:tarun.handa@lifecarehll.com)**

**Tender Fee- 500/-**

**(SCHEDULE-'A')**

S.NO OF TENDER : \_\_\_\_\_  
Tender File No. : HLL/MKTG./AIIMS/LP/14-15  
Name of the party in whose Favor the Tender form has been issued: \_\_\_\_\_  
\_\_\_\_\_

The VP Marketing  
Free Generic Pharmacy  
C/o HLL Lifecare Limited.  
AIIMS, NEW DELHI

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for the appointment of wholesalers/Drug stockiest for the Supply of Generic Drugs/Pharmaceutical Products on fortnight basis at Free Generic Pharmacy, AIIMS, New Delhi.
2. I/We hereby agree to all the terms and conditions, stipulated by the HLL Lifecare Limited, in this connection including delivery penalty etc. Quotations for each group are being submitted under separate covers, and sheets shall be considered on their favor value.
3. I/We have noted the overwritten entries shall be deleted unless duly cut & rewritten and initialed.
4. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement, if required, within 10 (Ten Days) from the date of issue of letter of acceptance, failing which our/my name may be removed from the list of suppliers at the HLL Lifecare Ltd.
6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

**NOTE: ALL TERMS & CONDITIONS HAS BEEN INDICATED IN THE QUOTATIONS, THAT THE RATES ARE INCLUSIVE ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.**

Yours faithfully,

Signature of Tender(s) full Address

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

**(SCHEDULE-'B')**

**Tender Ref. No.** : HLL/MKTG./AIIMS/LP/14-15  
**Subject** : Appointment of Wholesalers / Drug stockiest for the supply  
of Generic Drugs/Pharmaceutical Products on 1 year rate contract basis.  
**Date of Submission** : 22.08.2014 (Up to 14.00 Hrs.)  
**Date of Opening** : 22.08.2014 at 14.30 Hrs.)

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1. Tender should be addressed to the VP Marketing, Free Generic Pharmacy, C/o HLL Life care Ltd. AIIMS, New Delhi-29 and submitted to the Free Generic Pharmacy under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its favor value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.
  2. **Mixed quotations will not be considered for acceptance.**
  3. **IN CASE OF THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE:-**  
**THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT [www.lifecarehll.com](http://www.lifecarehll.com) . IN SUCH CASE, THE BIDDER IS REQUIRED TO SUBMIT THE TENDER FEE OF Rs. 500/- (NON-REFUNDABLE) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF "HLL Lifecare Limited" payable at Noida, U.P.-201301 AND THE SAME SHOULD ESSENTIALLY BE ENCLOSED ALONG WITH THE TECHNO COMMERCIAL BID.THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE," DOWNLOADED FROM THE WEBSITE" ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO COMMERCIAL BID & PRICE BID SEPARATELY. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILLY REJECTED.**
  4. TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:  
PART-I: - TECHNO COMMERCIAL BID IN ONE SEALED COVER.  
PART-II: - PRICE BID/FINANCIAL BID IN ONE SEALED COVER.  
The Financial Bid" envelope should be super scribed "**For Local Purchase of Medicine.**" The envelopes containing financial bids for medicines should mention the best rates offered, across the board for all medicines, imported or otherwise are separately quoted.  
BOTH THE SEALED ENVELOPES (Part-I & Part-II) SHOULD THEN BE PUT IN ONE OUTER COVER INDICATING THEREON:
    - i) Reference No. of the Tender : -----
    - ii) Tender regarding : -----
    - iii) Due date for submission of the tender : -----
    - iv) Due date for opening of the tender : -----
    - v) Name of the firm : -----
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PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO- COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS AS REQUIRED IN TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNO COMMERCIAL BID.

**NOTE: - TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.**

5. The tenderers should give rates, including taxes, if any, and levies, packing forwarding and delivery charges. HLL IS NOT AUTHORIZED TO ISSUE 'C/D FORMS' Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
6. **THIS TENDER DOCUMENT AND SUBSEQUENT RATE CONTRACT (S) WITH THE APPROVED FIRM (S) IS NON-TRANSFERABLE.**
7. Prices should be inclusive of delivery charges and unloading charges at Free Generic Pharmacy, AIIMS /HLL warehouse at Delhi as specified by HLL
8. The Tender forms be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rates/amount tendered by him/them. Alterations/over-writing unless legibly attested by the tenderer, shall disqualify the tenders. The tenders should be signed by the tenderers himself/themselves on his/their behalf (Authorization may be enclosed, if applicable).
9. THE FORWARDING LETTER/UNDERTAKING (**SCHEDULE'A'**) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.
10. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
11. The quotations shall be valid for a period of 1 year from the date of opening of Price Bid.
12. **The firm is required to submit its satisfactory performance certificate in the similar field of the past reputation for supply of Generic Drugs/Pharmaceutical Products on day to day basis, from alike organization(s) on their letter head.**
13. **The firm has to provide the copy of valid retail drug license issued by the State Authority.**
14. The tenderer shall furnish following certificates invariably along with technical bid, as applicable otherwise quotation shall be summarily rejected:-
  - (a) A declaration by the proprietor of the firm, in case the firm is proprietorship firms on non- judicial stamp paper of worth Rs. 100/- duly attested and
  - (b) A self attested copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.
  - (c) A self attested copy of Article of Association & Memorandum with constitution of firm and guidelines, in case of private limited firm with name, photo & signatures of all directors.

**15. Risk purchase:**

a) In case of non supply to Stores within the due date i.e. within the date of delivery, the VP Marketing, HLL Lifecare Ltd., will have the right to impose penalty, as deemed fit, to resort to risk purchase from open market in full or part thereof at his/her discretion, his/her decision shall be final and binding.

b) If L1 or any other party 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. If the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon which 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:** Vendors have to submit internal Lab Test Reports stating that the products supplied is of standard Quality. However, the purchaser reserves the right to sample check the consignment at the time of delivery. In case of any failure, NABL Report submitted on behalf of HLL Lifecare Limited will be considered for final validation. No payments shall be made for rejected Stocks. Rejected items must be replaced by the tenderers immediately within 2-3 days of intimation of rejection by HLL at their own cost and replace immediately with fresh stock of standard quality. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice and the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier.

17. Any statutory levies imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.

18. Force majeure will be accepted on adequate proof thereof.

19. The VP Marketing, HLL Lifecare Ltd, shall be final authority to reject full or any part of the supply which is reconfirming to the specification and other terms and conditions.

20. Tenderers submitting tenders would be considered to accept all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender. Tenderer should sign all the pages as a token of acceptance of all the terms and conditions.

21. Any action on the part of the tenderer to influence anybody in the said Organization will be taken as an offence, he will not be allowed to participate in the tender enquiry and their offer will not be considered.

**22. The tenderer shall furnish a declaration that the firm has not been blacklisted in the past by any government/Private institution and there is no vigilance/ CBI case pending against the firm/ supplier.**

23. The court at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising of the contract. It is specifically agreed that no court outside and other than Delhi Court shall have jurisdiction on the matter.
24. If the tenderer gives a false statement on any of the above information, the firm/ supplier will not be considered and their quotation/tender shall be deemed to be rejected.
25. Payment of the approved vendor for supply shall be made only through electronic clearing system.
26. **It is clarified that bidders should quote their best rates with respect to all Generic Drugs/Pharmaceutical Products for supplies to be made under agreement.** The quoted offer shall remain valid for the entire duration of the appointment of wholesaler/Drug stockiest, i.e. for 1 year from the date of contract agreement and extendable up to 6 months as deemed fit by the purchaser.
27. In case of proprietary Drugs/Pharmaceutical Products etc. which are available only with the manufacturing company imported by sole agent and are not freely available in the market these items should be supplied along with product of purchase from the sole agent/authorized dealer.
28. The purchaser does not pledge himself to accept the lowest or any Bid and reserve to himself the right of accepting the whole or any part of and the bidder shall supply the same at the quoted rates. The bid is required for whole or any part or portion (either for generic or branded items or both).
29. The order will be placed on Weekly/ Fortnightly/Monthly basis.

#### **Other terms and conditions of the tender**

1. The lists for indent of Generic Drugs/Pharmaceutical Products shall be given to the suppliers within 2 working days of raising Indent. In emergency, the firm has to supply the required item within 2 days of telephonic order and services have to be provided on all six days of a week.
2. **The wholesaler/Drug stockiest have to maintain availability of Generic Drugs/Pharmaceutical products on the counter.**
3. The vendors shall provide the best rates to be quoted.
4. For items which are imported and not readily available, firm will have to produce proof of purchase and rate charged by sole agent/ authorized dealer of the item. However if firm failed to supply the item then special penalty of Rs. 500/- per item in each instance will be levied.
5. The firm has to submit the bills on monthly basis. Please supply the goods alongwith two copies of the bills marked “**Original**” and “**Duplicate**”, three copies of challan and analysis reports of their quality control lab of all the batches of the products to the consignee.
6. **Percentage of supply:** The selected firm will have to supply at least 90% of all the indent from Free Generic Pharmacy.

7. The firm shall supply the generic salts as indented. However, if the same generic salt cannot be supplied, then substitute/brand should be from reputed firm with explicit prior concurrence of HLL indenting officer.
8. **Quantity of Item:** The firm will have to supply the full quantity as indented for all items. In case they provide short or substitute supplies without concurrence, these will be considered as “non-supply” and a sum penalty @ Rs.100/- per item except in case of imported / not readily available items & in case of non supply of these items, penalty of Rs. 500/- per item in each instance be imposed . The penalty will be calculated on the basis of “non supplied” items below the stipulated 90% limit on a daily basis and will be imposed as per the billing cycle.
9. The selected firm has to sign a contract to supply the Generic Drugs/Pharmaceutical Products for a period of one year as per term of tender from the date of acceptance. The services will be reviewed periodically, in case of unsatisfactory supplies at any time contract is liable to be cancelled without serving any notice and the firm will be banned to participate in the tender for further 02 years.
10. This contract will be applicable for indents raised, however HLL reserves the right to purchase required items from other sources in case the same item is available at competitive price. HLL also reserves the right to enter into a parallel rate Contract in case the same item is available at competitive price.
11. VP Marketing, HLL Lifecare Ltd, AIIMS, New Delhi or his representatives can accept/ reject any quotation without assigning any reason. Any correspondence in this regard will not be entertained.
12. Techno Commercial Bids of only the vendors shortlisted from the Technical Bids will be opened in the presence of the representatives on a specified date and time to be intimated to the respective vendors. **Those vendors failed to submit pre-qualification certificates will be summarily rejected and no correspondence will be entertained in this regard.**
13. **The vendor has to replace non moving goods and near expiry drugs before 6 months of expiry as per the communication given by the purchaser. The purchaser reserves the right for replacement of damaged goods; the vendor has to replace the damaged goods supplied within specified time period. In case the vendor fails to replace within specified time period, the purchaser may impose penalty as deemed by VP Marketing, HLL Lifecare Limited.**

**Note:-**

- a) **If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.**
- b) **Any tenderer/supplier giving false information shall be disqualified and removed from the contract. No business, henceforth will be done with the firm/supplier.**

## Bid Data Sheet

<p><b>Address for Communication</b> and subsequent Correspondence should be sent to</p>	<p><b>Vice President ( Mktg. ),</b> HLL Lifecare Ltd. (A Govt. of India Enterprise), Free Generic Pharmacy, All India Institute of Medical Sciences, Near Rajkumari Amrit Kaur OPD, Ansari Nagar, New Delhi – 110029 Phone No – 011 – 26589083 Website: <a href="http://www.lifecarehll.com">www.lifecarehll.com</a> Email: <a href="mailto:tarun.handa@lifecarehll.com">tarun.handa@lifecarehll.com</a></p>
<p>Date of Commencement of bid and duration</p>	<p>23.07.2014 to 22.08.2014 till 14:00 Hrs IST</p>
<p>Bid Validity</p>	<p>12 months from the date of opening of the Price bid, extendable up to 6 months</p>
<p>No. of Copies</p>	<p>1 Original + 1 Copy</p>
<p>Deadline for submission of Bid</p>	<p>22.08.2014 Time: 14:00 Hrs IST</p>
<p>Date, time and place of Pre-bid meeting</p>	<p>05.08.2014, Time: 14:00 hours &amp; at the communication address given above</p>
<p>Date, time and place of opening of bid</p>	<p>22.08.2014, Time: 14:30 hours &amp; at the address given above</p>



**Format-1**

**PROFORMA TO BE FILLED BY THE TENDERER**

**1. GENERAL INFORMATION**

- a) Name of the firm :
- b) Address & telephone No. :
- c) Whether the firm is Indian/Multi-national :
- d) Whether Small/Medium/Large scale co. :
- e) Person responsible for conduct of Business :
- f) Particulars of Licenses held under Drugs & Cosmetic act and the details. (If the license is under renewal, certificate from the Drug Controller that the license under renewal and deemed to be enforced) :
- g) Procurement agency with which registered and the agencies to whom drugs supplied during last one year :
- h) Has the firm been convicted ever, if yes, give details :
- i) Any case pending in the court with details :
- j) Has the firm ever been debarred/blacklisted by any govt. hospital for poor quality and late supply of drug? If yes, give details. :
- k) **Fax No :-**
- l) **E-Mail Address :-**
- m) **Name & Mobile No of person/Authorized Signatory to be contacted for this tender:-**

**FORMAT-2**

**SELF-DECLARATION**

To,  
**Vice President (Mktg.)**  
Free Generic Pharmacy,  
C/o HLL Lifecare Ltd.  
AIIMS, New Delhi

Dear Sir,

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

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**FORMAT - 3**

**LIST OF ITEMS QUOTED**

Name of the Firm \_\_\_\_\_

Bid No : \_\_\_\_\_

Date of Bid Opening : \_\_\_\_\_

S.No.	Medicine Name	UoM	Min. Order Qty.	Lead Time (Delivery Time)	Quality standard IP/BP/USP/NFI or equivalent standards	Quoted / not quoted
1	Amiodarone Tablets (100mg) 10s strip	10s strip				
2	Artesunate (100mg) 10s strip	10s strip				
3	Azathioprine Tablets (50mg) 10s strip	10s strip				
4	Beclomethasone Dipropionate Ointment (1%) 15gm	15gm				
5	Betamethasone Tablet (0.5mg) 10s strip	10s strip				
6	Calcium gluconate Tablet (400mg) 10 tabs	10 tabs				
7	Carbamazepine Syrup (100mg/5ml) 100 ml pet bottle	100 ml pet bottle				

8	<b>Carbimazole Tablet (5mg) 10s strip</b>	<b>10s strip</b>				
9	<b>Cefadroxil Syrup (250mg/5ml) 60 ml</b>	<b>60 ml</b>				
10	<b>Chlorpromazine hydrochloride Tablet (100mg) 10s strip</b>	<b>10s strip</b>				
11	<b>Clonidine Tablet (0.1mg) 10s</b>	<b>10s</b>				
12	<b>Cloxacillin Capsule (250mg) 10s strip</b>	<b>10s strip</b>				
13	<b>Colchicine Tablet (500mg) 10s strip</b>	<b>10s strip</b>				
14	<b>Co-Trimoxazole Tablet (Trimethoprim 40mg + Sulphamethoxazole 200mg)</b>	<b>10s strip</b>				
15	<b>Dexamethasone Tablet (4mg) 10s strip</b>	<b>10s strip</b>				
16	<b>Diloxanide Furoate Tablet (500mg)</b>	<b>10s strip</b>				
17	<b>Domperidone Syrup (5mg/5ml) 30ml</b>	<b>30ml</b>				

18	<b>Erythromycin Estolate Tablet (500mg) 10 X 10 tabs</b>	<b>10 X 10 tabs</b>				
19	<b>Ferrous Succinate Capsule (150mg) 10s strip</b>	<b>10s strip</b>				
20	<b>Fluoxetine hydrochloride caps (20mg) 10s strip</b>	<b>10s strip</b>				
21	<b>Framycetin Sulphate cream (1%) 20 gms</b>	<b>Tube</b>				
22	<b>Furosemide Tablet (40mg) 10X10</b>	<b>10X10</b>				
23	<b>Gentamicin Drops (0.3%) 2 ml</b>	<b>2 ml bottle</b>				
24	<b>Griseofulvin Tablet (250mg) 10X10</b>	<b>10X10</b>				
25	<b>Hyoscine butyl bromide tablets (20mg) 10s strip</b>	<b>10s strip</b>				
26	<b>Imipramine Tablet (25mg) 10s strip</b>	<b>10s strip</b>				
27	<b>Ipratropium bromide (20mg) + Salbutamol (100mg) per metered dose Inhaler</b>	<b>Metered dose Inhaler</b>				

28	<b>Levodopa (100mg) + Carbidopa (25mg) Tablet 10s strip</b>	<b>10s strip</b>				
29	<b>Mefloquine Tablet (250mg) 10s strip</b>	<b>10s strip</b>				
30	<b>Methotrexate Tablets (2.5mg) 10s strip</b>	<b>10s strip</b>				
31	<b>Methyldopa Tablet (250mg) 10s strip</b>	<b>10s strip</b>				
32	<b>Methylprednisolone Tablet (4mg) 10s strip</b>	<b>10s strip</b>				
33	<b>Metoclopramide Tablet (10mg) 10s strip</b>	<b>10s strip</b>				
34	<b>Metronidazole Tablet (400mg) 10X10 tabs</b>	<b>10X10 tabs</b>				
35	<b>Multivitamin/B-complex drops 30ml</b>	<b>30ml bottle</b>				
36	<b>Neomycin (5mg) + Bacitracin (500U) per 5g Ointment</b>	<b>Tube</b>				
37	<b>Neomycin Ophthalmic Cream (0.5%) 10 gms</b>	<b>10gm cream</b>				

38	<b>Nicotinic acid Tablets (250mg) 10s strip</b>	<b>10s strip</b>				
39	<b>Nitrofurantoin Tablet (100mg SR) 10s strip</b>	<b>10s strip</b>				
40	<b>Nystatin (1 lac U/g) ointment</b>	<b>Tube</b>				
41	<b>Phenobarbitone Tablet (30mg)</b>	<b>10s strip</b>				
42	<b>Phenytoin Sodium Tablet (100mg) 10s strip</b>	<b>10s strip</b>				
43	<b>Pilocarpine eye drops (1%) 5 ml</b>	<b>5 ml bottle</b>				
44	<b>Piperazine phosphate Tablets (500mg) 10s strip</b>	<b>10s strip</b>				
45	<b>Prednisolone Syrup (5mg/5ml)</b>	<b>30ml bottle</b>				
46	<b>Prednisolone Tablet (10mg) 10s strip</b>	<b>10s strip</b>				
47	<b>Prednisolone Acetate eye drop (0.2%) 10 ml</b>	<b>10 ml</b>				

48	<b>Primaquine phosphate Tablet (15mg) 10s strip</b>	<b>10s strip</b>				
49	<b>Silver Sulphadiazine Ointment (1%) w/w 20gm</b>	<b>20gm ointment</b>				
50	<b>Spironolactone Tablet (25mg) 10s strip</b>	<b>10s strip</b>				
51	<b>Terbutaline Sulphate Tablet (2.5mg) 10s strip</b>	<b>10s strip</b>				
52	<b>Thyroxine Tablets (25mg)</b>	<b>10s strip</b>				
53	<b>Valproate sodium Syrup (200mg/5ml) 60ml</b>	<b>60ml bottle</b>				
54	<b>Valproate sodium Tablets (200mg) 10s strip</b>	<b>10s strip</b>				
55	<b>Vitamin A Capsule (5000 IU) 10 s strip</b>	<b>10s strip</b>				
56	<b>Vitamin D (cholecalciferol) granules (60,000 IU/g) 10 s strip</b>	<b>10s strip</b>				
57	<b>Tablet Ambroxol 30mg (10's)</b>	<b>10s strip</b>				



58	<b>Tablet Ibuprofen 400mg + Paracetamol 325mg + Chlorzoxacone 250mg (10's)</b>	<b>10s strip</b>				
59	<b>Drop: Phebylporpanolamine Hydrochloride 12.5mg + Chlorpheniramine maleate 2mg per ml (15ml)</b>	<b>15ml vial</b>				
60	<b>Vitamin A capsule 25000 IU (10's)</b>	<b>10s strip</b>				
61	<b>Clotrimazole 500mg Vaginal Pessary</b>	<b>pessary</b>				
62	<b>Medroxyprogesterone Acetate Tablet 10mg (10's)</b>	<b>10s strip</b>				
63	<b>Tranexamic acid Tablet 500mg (10's)</b>	<b>10s strip</b>				
64	<b>Ointment Calcium Dobesilate + Lignocaine Hydrochloride 2.5% w/w (30gm)</b>	<b>30gm ointment</b>				
65	<b>Ointment Diltiazem Hydrochloride 2% (30gm)</b>	<b>30gm ointment</b>				
66	<b>Capsule Tamsulosin Hydrochloride 0.4mg (10's)</b>	<b>10s strip</b>				

67	<b>Capsule Evening Primrose oil 500mg (15's)</b>	<b>15s strip</b>				
68	<b>Powder Lactic acid Bacillus 60 million spores</b>	<b>sachet</b>				
69	<b>Tablet Nitazoxanide 100mg (10's)</b>	<b>10s strip</b>				
70	<b>Tablet Nitazoxanide 200mg (10's)</b>	<b>10s strip</b>				
71	<b>Ispaghula Husk Powder</b>	<b>100 gm pack</b>				
72	<b>Tablet Diacerein 50mg (10's)</b>	<b>10s strip</b>				
73	<b>Tablet Methotrexate 15mg (10's)</b>	<b>10s strip</b>				
74	<b>Povidone- Iodine 2% Gargle (100ml)</b>	<b>100ml bottle</b>				
75	<b>Tablet Motelukast sodium 10mg + Fexofenadine 5mg (10's)</b>	<b>10s strip</b>				
76	<b>Tab Tamsulosin 0.4mg + Dutasteride 0.5mg (10's)</b>	<b>10s strip</b>				

77	<b>Ascorbic Acid Tablet (500mg) 10s strip</b>	<b>10s strip</b>				
78	<b>Cefadroxil Tablet (500mg) 10s strip</b>	<b>10s strip</b>				
79	<b>Co-Trimoxazole Tablet (Trimethoprim 80mg + Sulphamethoxazole 400mg) 10X10 tabs</b>	<b>10s strip</b>				
80	<b>Dicyclomine Hydrochloride Capsule (10mg) 10X10</b>	<b>10s strip</b>				
81	<b>Doxycycline Capsule (100mg) 10X10 tabs</b>	<b>10s strip</b>				
82	<b>Multivitamin/B-complex capsules 10X10</b>	<b>10s strip</b>				
83	<b>Ondansetron Tablet (4mg) 10s strip</b>	<b>10s strip</b>				
84	<b>Paracetamol Tablet (500mg) 10X10 tabs</b>	<b>10s strip</b>				
85	<b>Ramipril Capsules (1.25mg) 10s strip</b>	<b>10s strip</b>				
86	<b>Tinidazole Tablets (500mg) 10X10</b>	<b>10s strip</b>				

**Date :**

**Signature of the Bidder :**

**Place :**

**Name with Seal :**

FORMAT - 4

**FORM OF DRAFT CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) The Schedule of requirements
  - (d) Technical Requirements (including Technical Specifications)

- (e) The Supplier's bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) *[Add here: **any other documents**]*
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
  4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, 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 Generic Drugs/Pharmaceutical Products, goods, and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
  5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied Generic Drugs/Pharmaceutical Products, goods, and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

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

S.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

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

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

For and on behalf of the Supplier

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

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

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

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

HLL/MKTG./AIIMS/LP/14-15 dated 23/07/14

**FORMAT - 5**

**PROFORMA FOR PERFORMANCE STATEMENT**

**(For a period of last three years)**

Bid no: \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time \_\_\_\_\_ hrs

Name of the Firm \_\_\_\_\_

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supply of goods, satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder \_\_\_\_\_

Countersigned by and seal of Chartered Accountant -----

Note: 1. In case of supplies to private / Public sector units, an affidavit confirming that the performance statement is correct along with

- i. Copy of Purchase Orders
- ii. Copy of Invoices
- iii. Proof of Payment received from Purchasers
- iv. Documentary evidence (Client's certificate) in support of satisfactory completion of orders.

**FORMAT - 6**

**UNDERTAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS**

To,

**Vice President (Mktg. )**

**Free Generic Pharmacy,**

**C/o HLL Lifecare Limited,**

**AIIMS, New Delhi**

Dear Sir,

We hereby guarantee you that the goods supplied by us will comply with “The Drugs & Cosmetic Act”, 1940 and in case of any quality issues of the Generic Drugs/Pharmaceutical Products supplied; we (name-----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of it.

We hereby assure you, we will take the responsibility to call back the rejected batches and replace with fresh stocks to HLL ware house. Also, we take the responsibility to replace the expired goods lying at the Free Generic Pharmacy with long expiry products.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

HLL/MKTG./AIIMS/LP/14-15 dated 23/07/14



**FORMAT – 7**

**BID FORM**

To,

**Vice President (Mktg. )**

**Free Generic Pharmacy,**

**C/o HLL Lifecare Limited,**

**AIIMS, New Delhi**

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply Generic Drugs/Pharmaceutical Products \_\_\_\_\_ (Description of Services) in conformity with your above referred document attached herewith and made part of this tender.

If our tender is accepted, we undertake to perform the services as mentioned above, in accordance with the time period specified.

We agree to keep our tender valid for acceptance for 1 year from the date of opening of price bid. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.

We confirm that we fully agree to the term and conditions specified in above mentioned TE document, including amendment / corrigendum if any.

**Signature with Date:**

**(Name and Designation) Duly authorized to sign tender for and on behalf of**

HLL/MKTG./AIIMS/LP/14-15 dated 23/07/14

**FORMAT – 8**

**Financial Bid Forwarding Letter**

Ref:

Date:

To,

**Vice President (Mktg. )**

**Free Generic Pharmacy,**

**C/o HLL Lifecare Limited,**

**AIIMS, New Delhi**

Dear Sir,

**Sub: Supply of Generic Drugs/Pharmaceutical Products**

Having examined the Bidding Documents, we, the undersigned, offer our services to supply the Generic Drugs/Pharmaceutical Products, under the above named Contract in full conformity with the Bidding Documents for the total amount as indicated in the Price Schedule.

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

- 1) Commence work and shall make all reasonable endeavor to achieve contract acceptance.
- 2) 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.
- 3) We declare that the above quoted price for supply is firm and shall not be subject to any variation for the entire period of assignment.
- 4) We further declare that the above quoted prices include all taxes as on the date of bid submission, duties, delivery charges and levies payable by us under aforesaid assignment.

5) We declare that price / rate offered is for Supply of Generic Drugs/Pharmaceutical Products under Contract agreement 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 Schedules. 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.

Dates this [insert: number] day of [insert: month], [insert: year]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal\_\_\_\_\_

In the capacity of [insert; title or position]

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

## FORMAT-9

### Price schedule for Generic Medicines to be enclosed with the Financial Bid

Name of the Firm \_\_\_\_\_

Bid No : \_\_\_\_\_

Date of Bid Opening : \_\_\_\_\_

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

S.No.	S.No. as per Tender List	Medicine Name	Min Order Qty.	Pack Size	Net Rate Rates including Taxes, Delivery charges at the FGP, AIIMS/ Warehouse	In words

Date :

Signature of the Bidder :

Place :

Name with Seal :

**Note:**

- 1. The rate quoted should be for per unit of measurement (UOM) only as mentioned in the Format-3.**
- 2. The prices quoted shall be inclusive of all taxes, duties and levies and also freight & insurance etc. and F.O.R anywhere in India. No Form C / D will be issued.**
- 3. Preference shall be given to the minimum batch size quoted by any party in case of quoted rates are same.**

## List of Document to be submitted

### 1. Techno Commercial Bid should contain following documents duly signed by the bidder:

S.No.	Documents required
1	Signed copy of Tender Document (all pages)
2	Certificate stating that medicines supplied are of standard quality as per IP/BP/USP/NFI or equivalent standards and are not spurious.
3	Self declaration – that your company is not black listed by any Government organizations/agencies and statutory bodies as per Format - 2
4	List of items quoted as per Format-3 without price
5	Filled up Form of performance statement for last 3 years as per Format – 5
6	Undertaking for replacement of market complaint goods as per Format - 6
7	Bid form as per Format – 7
8	Party's PAN no., Copy of Cancelled Cheque with RTGS details
9	Last two years P & L account and balance sheet duly certified by a Chartered Accountant
10	Self- certified copy of valid retail drug license issued by the State Authority.
11.	Last two years purchase orders received from various agencies for the supply of the Generic Drugs/Pharmaceutical Products

### 2. Financial Bid should contain duly signed:

#### i. Financial bid forwarding letter as per Format - 8

#### ii. Price schedule for Generic Medicines as per format - 9

**Both Techno-Commercial Bid & Financial Bid should be submitted in a sealed envelope separately as indicated in Schedule-B, Clause no.4 above.**

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