

*Tender Document for*  
**MANUFACTURE & SUPPLY OF SURGICAL KITS &  
DELIVERY KITS**

Under rate contract for 24 months

**IFB No. HLL/MKTG/SD/2014-15/04 DT. 09-06-2014**

## **HLL Lifecare Limited**

(A Govt. of India Enterprise)

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

**Kerala, India**

**Tel: +0471 2354949, 2350959, 2350961, 2356352.**

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

**HLL LIFECARE LIMITED**  
(A Govt. of India Enterprise)  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012, Kerala, India  
Tel: +91 471 2354949, 2350959, 2350961, 2356352.  
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Tender for manufacture & supply of Delivery kits & Surgical Kits  
under rate contract for 24 months

IFB No	:	HLL/MKTG/SD/2014-15/04 Dt. 09-06-14
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	09.06.2014, 10.00 Hrs
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	01.07.2014, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	01.07.2014, 14.30 HRS
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	01.07.2014, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : <a href="mailto:vgpillai@lifecarehll.com">vgpillai@lifecarehll.com</a> / <a href="mailto:hllsd@lifecarehll.com">hllsd@lifecarehll.com</a>

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## **Notice Inviting Tender**

### **For Manufacture & Supply Of Surgical Kits & Delivery Kits**

**HLL LIFECARE LIMITED** (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Disposable kits through its Women's Healthcare Division. HLL invites Bids from interested parties under the two-bid system for manufacture and supply of Surgical Kit & Delivery Kit in HLL Brand Name under rate contract for 24 months for SI No: 1 & 2 (Product Specification).

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

1. Manufacture & Supply Of Surgical Kit & Delivery Kit under Rate Contract/Loan License Manufacturing agreement.
2. Supply the product to various HLL's CFAs across India.
3. The artwork for packing materials is to be got approved from HLL.

The details of item, item specifications and terms & conditions etc. are given in Tender documents. The same can be had from our Office on any working day between 11:00 AM to 3:30 PM by paying Rs. 3000/- by Cash / DD (inclusive of ST) drawn in favor of HLL Lifecare LTD, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com). However cost of Tender documents i.e. Rs.3000/- by D.D. shall be given with the Technical Bid.

Last date for Receipt of Technical & Price bid	01-07-2014 (14: 30 Hrs.)
Opening of Technical Bids	01-07-2014 (15:00 Hrs.)

Opening of Price bid of qualified vendors will be informed later

We request you to submit your sealed technical and Price bids for the Product. Sealed bids are to be submitted by the closing date i.e. before 14.30 Hrs on 01.07.2014. The technical bids will be opened as 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: [vgpillai@lifecarehll.com](mailto:vgpillai@lifecarehll.com) / [hllsd@lifecarehll.com](mailto:hllsd@lifecarehll.com) . Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – [www.lifecarehll.com](http://www.lifecarehll.com)

**Associate Vice President (SD & CTD) i/c**

## **BID DATA SHEET**

<b>Address for Communication</b>	<b>Associate Vice President (SD &amp; CTD) i/c HLL Lifecare Ltd.</b> (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email – <a href="mailto:vgpillai@lifecarehll.com">vgpillai@lifecarehll.com</a> , <a href="mailto:hllsd@lifecarehll.com">hllsd@lifecarehll.com</a> Website – <a href="http://www.lifecarehll.com">www.lifecarehll.com</a>
Bid validity	24 Months from the date of opening the financial bid for SI No: 1 & 2 of the Product Specification.
No. Of copies	No. Of copies: 1 original + 1 copy
Dead line for submission of Technical and Price Bids	01-07-2014 (14: 30 Hrs.)
Date, time and place of opening of Technical bid	01-07-2014 (15:00 Hrs.)
Date, time and place of opening of Price bid of qualified vendors	Will be informed later

### **BACKGROUND NOTE**

#### **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, Cochin 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.

## TECHNICAL SPECIFICATIONS

<b>1. DELIVERY KIT (STERILIZED BY ETO)</b>		
1	Gowns (non woven plastic laminated 5' * 5' with long sleeves)	2
2	Shoe Covers (Plastic 120 GSM)	1 pair
3	Cap & Mask (non woven fabric)	1 pair
4	Gloves (Latex) [No. 6 1/2 & no. 7]	1 pair
5	Couch Sheet (Plastic 4' * 6')	1
6	Perineal Sheet (Plastic 4' * 6')	1
7	Mops (Egyptan cotton 15" * 15" with tag)	2
8	Umbelical Cord Clamp (plastic)	1
9	Immediate covering sheet (Cloth 20" * 20")	1
10	Small Wiper (Egyptan cotton 2" * 2")	2
11	Big Wiper (Egyptan cotton 6" * 6")	1
12	Feeding Tube (No. 6)	1

<b>Packing Material Specification</b>	
<b>PACKING</b>	Individual Item should be separately packed and ETO Sterilized
<b>POUCH</b> (outer individual packaging)	300 GSM Foam Material
<b>CORRUGATED BOX</b> (1 corrugated box= 50 pouches)	Narrow Flute 5 Ply Corrugated Card Board Box Total Gsm = >11 47 inner & outer ply virgin Kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double stapling using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line bituminized) 160, Inner lining 120x3 flute=150x3 (@35% extra for 3 ply corrugating). Direction of flute: Vertical, nature of flute: Narrow. Punch Resistance – Not less than 45deg.COZs per tear inch. Bursting strength: 15 kg/cm2 (min.) (bursting factor not less than 20, Gum -Nature: Starch Based.)

## TECHNICAL SPECIFICATIONS

<b>1.SURGICAL KIT (STERILIZED BY ETO)</b>		
1	Gowns (non woven plastic laminated 5' * 5' with long sleeves)	2
2	Shoe Covers (Plastic 120 GSM)	2 pairs
3	Drapers (Plastic 4' * 4')	2
4	Abdominal Sheet (Egyptan Cotton 5' * 6')	1
5	Mops (Egyptan cotton 18" * 18" with tag)	3
6	Gloves (Latex) [No. 6 1/2 (2 Nos.) & No. 7 (1 No.)]	2 pairs
7	Cap & Mask (non woven fabric)	2 pairs
8	Umbelical Cord Clamp (plastic)	1
9	For Aneasthetist's usage (non woven fabric and latex)	1 set
	[One pair of cap & mask & gloves (No. 7)]	

<b>Packing Material Specification</b>	
<b>PACKING</b>	Individual Item should be separately packed and ETO Sterilized
<b>POUCH</b> (outer individual packaging)	300 GSM Foam Material
<b>CORRUGATED BOX</b> (1 corrugated box= 50 pouches)	Narrow Flute 5 Ply Corrugated Card Board Box Total Gsm = >11 47 inner & outer ply virgin Kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double stapling using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line bituminized) 160, Inner lining 120x3 flute=150x3 (@35% extra for 3 ply corrugating). Direction of flute: Vertical, nature of flute: Narrow. Punch Resistance – Not less than 45deg.COZs per tear inch. Bursting strength: 15 kg/cm <sup>2</sup> (min.) (bursting factor not less than 20, Gum -Nature: Starch Based.)

### Delivery Schedule:

<b>DELIVERY KIT</b>		<b>SURGICAL KIT</b>	
Place of Delivery	Tentative Quantity in Pouch (per year)	Place of Delivery	Tentative Quantity in Pouch (per year)
HLL stores anywhere in India	10000	HLL stores anywhere in India	5000
<b>Total</b>		<b>Total</b>	

### **ELIGIBILITY CRITERIA FOR BIDDERS**

1. Only primary manufacturers are eligible to participate in this tender .Distributors, representatives of the manufacturers will not be entertained.
2. Valid manufacturing license.
3. The Bidder should have a minimum experience of 3 years in the field of manufacture and supply of similar products..
4. Valid product permission for each of the quoted product
5. Manufacturing capacity duly certified by a qualified chartered accountant / Certification from a chartered accountant
6. Site Master file of factory
7. Onsite quality assurance and lab facilities with detailed equipments available
8. Recent No conviction certificate.

### **OTHER DOCUMENTS REQUIRED WITH TECHNICAL BID**

1. All the documents as per Format 1 to 10 of this tender document
2. Certificate of registration with details of constitution.
3. Duly attested copies of factory license/industrial license, sales tax registration and documents to prove the legal status, place of registration and principle place of business and undertaking
4. Last two years P & L account and balance sheet duly certified by a Chartered Accountant.
5. Last two years production details to be supplied duly certified by a chartered accountant
6. Copies of Last two years purchase orders, received from various agencies for the supply of Surgical & Delivery Kits
7. Copies of major invoices made during the last 2 years
8. Sales Tax Clearance certificate .
9. Copy of Income Tax clearance certificate for the previous financial year
10. Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.
11. Organization structure of the Bidder & escalation mechanism and Proof of execution of orders of similar products (copies of executed orders may be enclosed
12. Signed copy of tender document.
13. Copies of the ETO sterilization certificates in the past Six months.



## **1. SCOPE OF WORK**

### **1. General Scope**

1. Manufacture and supply the product in HLL Brand Name under **Contract/Loan License Manufacturing agreement.**
2. Supply the product to various HLL CFAs across India
3. Ensure strict compliance to all statutory regulations with furnishing of a “ETO STERILIZATION” Certificate for each batch of all products purchased from the party.
4. The artwork for packing materials shall be provided by HLL.

## **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

### **1. Ethical Standard**

- 1.1 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 any thing 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**

- a) 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 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- b) 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**

- a) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.
- b) The amendment will be notified in writing or fax or telegram or 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:

- a. 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.
- b. Power of Attorney for signatory in original or duly notarized.
- c. Signed copy of Tender Document (all pages to be signed & stamped)
- d. List of Deviations / exclusions
- e. Organization structure of the Bidder & escalation mechanism.
- f. Proof of execution of orders of similar products (copies of executed orders may be enclosed)
- g. 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 attached.
- b) The Price total must (refer column-e in the format – 3) 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.**
- c) Prices for the sample pack if not same as sales pack, may be indicated separately.
- d) The total price (column-e in the format – 3) shall only be considered for evaluation of bids.

### **10. Period of Validity of Bid**

Bid shall remain valid up to 24 months from the date of opening the financial bid.

11. **Fixed prices:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Twenty Four 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. 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.
- 15. 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)
- 16. Shelf Life:** The supplies of the kits should be from fresh stock only. At the time of receipt of goods, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6<sup>th</sup> of the life of the kit.
- 17. Indemnity:** The supplier agrees to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of drugs.
- 18. 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.
- 19. Flexibility of prices:** The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

### **Submission of Bids**

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

- a) 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 **FINANCIAL BID** for Delivery & Surgical kits.

All the above packets shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR IFB No. HLL/MKTG/SD/2014-15/04 DT. 09-06-2014**

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

- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. .... (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

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

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

## **22. 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.

## **23. 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.

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

23.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows

- (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.

23.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

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

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

**24.** 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.

**25.** 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 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.

### **Bid Opening and Evaluation**

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

26.1 Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

#### **27. Evaluation of Bids**

27.1 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.

27.2 For the Financial Bid, only those Bidders qualifying in the Technical bid will be considered.

27.3 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.

27.4 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.

27.5 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.

27.6 For price comparison during evaluation the net unit rate inclusive of all taxes, levies, freight & insurance (column - e in the format – 3) will only be considered.

#### **28. 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.

#### **29. Contacting HLL**

29.1 From the time of bid opening to the time of Contract award, if any Bidder wishes

to contact HLL on any matter related to the bid, he shall do so in writing.

29.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

### **30. 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.

### **31 Notification of Award**

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

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

### **32. Signing of Contract**

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

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

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

## **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 any thing 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 Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance.

### **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 abide by delivery schedule strictly. H.L.L reserves the right to impose the penalty @ 0.5 % per week of delay.
- 3.8 Any product related cases shall be borne by the manufacturer.

### **Payment**

#### **4. Terms of Payment**

Within 30 days of delivery and acceptance of consignment. The Contract Price shall be paid in Indian Rupees.

#### **5. Delivery Schedule**

First order shall be supplied within 45 days of receipt of order and subsequent orders shall be supplied within 30 days of receipt of orders.

#### **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

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;



- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) 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**

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 12(Assignment); or
- (b) 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 products the bidder shall take the sole responsibility to replace the goods in full to HLL. An undertaking (Format-7) be submitted by the bidder to HLL.

**FORMAT-1**

**DEVIATIONS /EXCLUSIONS SCHEDULE :**

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

**Associate Vice President (SD & CTD) i/c  
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

Signature:

Place:

Name:

Designation:

Common Seal:

**SELF-DECLARATION**

To,

**Associate Vice President (SD & CTD) i/c**  
**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 Delivery Kits & Surgical Kits.

Date:  
Place:

Signature:

Name:  
Designation:

Common Seal:

## **PRICE BID**

**IFB No: HLL/MKTG/SD/2014-15/04 Dt. 09-06-2014**

## **FORMAT- 3**

### **Price Schedule for Manufacture & Supply of Delivery Kit & Surgical Kit**

**Validity of Quotation / Tender: 24 months from the Date of Opening of Price Bid**

Sl. No	Approved Formulation	Brand Name	Minimum batch size	Unit of Measurement (UOM)	Rate in Rs.					
					Basic Rate (a)	Excise Duty (b)	Sales Tax / VAT (c)	Other (Freight, Insurance, P & F, etc.) (d)	Total	
									In Figures (e)	In Words
1	Delivery Kit	New Life Compact		Pouch						
2	Surgical Kit	New Life compact		Pouch						

**Date:**

**Place:**

**Signature of the Bidder:**

**Name with seal:**

- 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 HLL Stores, Anywhere in India. Form C will be issued.
- Minimum order quantity will be 1000 units.
- Excise duty may be calculated on Basic rate only. The difference between the Excise duty on Basic rate and Excise duty on MRP (with abatement) if any will be borne by HLL.
- Preference shall be given to the minimum batch size quoted by any party in case of quoted rates are same.
- Price of sample pack if not same as sales pack, shall be indicated separately.

Bidders Signature:

Name:

Designation:

Address:

**Note: 1. The rate quoted should be for per unit of measurement (UOM) only as mentioned above.**

**2. The capacity that can be spared for HLL LIFECARE LIMITED (HLL) shall be clearly mentioned. In case of lesser capacity, HLL reserves the right to procure the balance from other sources/parties.**

## **FORMAT-4**

### **BID FORM**

Ref:

Date:

To,

**Associate Vice President (SD & CTD) i/c  
HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

#### **Sub: Manufacture & Supply of Surgical Kits & Delivery Kits**

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

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

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

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, list of deviations, and Attachments through [specify: the number of attachments] to this Bid Form, up to two years 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 **Manufacture & Supply of Delivery Kits & Surgical Kits under Contract Manufacturing 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.

We agree to all terms and conditions of the tender enquiry document.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. Until the formal final Contract is prepared and executed between us, this bid,

together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

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

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

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

**FORMAT-5**

**PERFORMA FOR PERFORMANCE STATEMENT**  
(For a period of last five 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 supplies 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**

**Qualification form**

**CAPACITY AND QUALITY CERTIFICATION FORM**

<u>IFB NO.</u>	<u>DATE</u>
1.	Name of the firm: Address _____ Telephone _____ Telex _____ Telefax _____ Cable _____
2.	Name of principals or owner(s): Address _____ Telephone _____ Telex _____ Telefax _____ Cable _____
3.	_____ (Name of Manufacturer) is properly registered to supply Delivery Kits & Surgical Kits in India, is in good legal and statutory standing with the responsible authorities and is licensed as a primary manufacturer of the products to be quoted.
4.	The production capacities for _____ (name of Manufacturer) follow: The installed capacity for this firm is as follows _____
5.	_____ (Name of Manufacturer) retains full records of production batches and quality test results.
6.	_____ (Name of Manufacturer) has manufactured and marketed the specific goods covered by this bidding document (Delivery Kits & Surgical Kits) mentioned in the Product Code(s) offered, for at least two (2) years as per details of batch No. & date of manufacture given below and similar goods for atleast five (5) years.
7.	We hereby certify that the above information is true and accurate to the best of our knowledge. Signature of the Authority of company _____ Date: Full name (Printed) _____ Position _____

**FORMAT-7**

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

To,

**Associate Vice President (SD & CTD) i/c  
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 at Chennai.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**FORMAT-8**

**PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED**

To,

**Associate Vice President (SD & CTD) i/c  
HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram – 695012

Kerala, India

Dear Sir,

We hereby guarantee you 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-9**

**LIST OF ITEMS QUOTED**

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

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

S.NO	Products	Brand Name	UOM	Quoted / Not Quoted
1	Delivery Kit	New Life	Pouches	
2	Surgical Kit	New Life	pouches	

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

## **FORMAT-10**

### **CHECKLIST**

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender Fees- In Form of Demand Draft			
3	Tender Document Duly Signed and Stamped At All Pages along with Corrigendum (if Any)			
4	Valid product manufacturing license			
5	Certificate of constituting the firm			
6	Last two years P & L account and balance sheet duly certified by a Chartered Accountant			
7	Last two years production details of kits to be supplied duly certified by a chartered accountant			
8	Last two years purchase orders & Invoices			
9	Last two years invoices			
10	Copy of Income Tax Clearance Certificates & Sales Tax Clearance certificate for the previous financial year			
11	ISO Certificate if any			
12	Recent No conviction certificate			
13	Copies of ETO, Sterilization certificates for the past Six months			
14	Manufacturing capacity duly certified by chartered accountant			
15	Site Master file of factory			
16	Onsite quality assurance and lab facilities with detailed equipments available			
17	Power of attorney for signatory of bid in Rs 100/- stamp paper duly notarized.			
18	Format -1 : Deviations /Exclusions Schedule			
19	Format -2 : Self Declaration			
20	Format -3: Format For Quoting (SCHEDULE – B)			
21	Format -4: Financial Bid Forwarding Letter			
22	Format -5: Performa for Performance Statement			
23	Format -6: Qualification Form			
24	Format -7: Under taking letter for replacement of market complaint goods			
25	Format -8: Product Liability clause for goods supplied			
26	Format -9: List of Items Quoted			
27	Format -10: Checklist			
28	Format -11: Form of Contract Agreement			

## FORMAT-11

### FORM OF 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 in 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, 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 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.

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

Sl.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”

