



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**

BELAGAVI DIST. PIN – 591 225  
KARNATAKA STATE  
PH.NO: **08333-279239, 279244, 279207**  
FAX: **08333-279245**  
Website: [www.lifecarehll.com](http://www.lifecarehll.com)

**TENDER No. HLL: BG: SOURCE:**  
**EMPANEL-I: API: 2015-16 DT.21.05.2015**

**TENDER DOCUMENT**

**FOR**

**“EMPANELMENT OF SUPPLIERS FOR SUPPLY OF APIs”**

Last date and time for Receipt of Technical Bid: ; 12.06.2015 up to 11:00 Hrs.

Date and time of opening of Technical Bid : 12.06.2015 at 14.00 Hrs.



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
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 KARNATAKA STATE

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**BRIEF BACKGROUND OF COMPANY**

**HLL Lifecare Limited** is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. Our Corporate head office is at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing facilities at: Peroorkada Factory - production of Condoms. Kanagala near Belagavi - for contraceptives, pharmaceuticals and personal hygiene products; Akkulam in Thiruvananthapuram - for hospital products; Kakkanad in the Cochin Special Economic Zone - for female condoms and male condoms for export; Manesar in Gurgaon - for rapid in-vitro diagnostic test kits; Indore in Madhya Pradesh – for production of pharma products.

HLL Lifecare Limited is the only company in the world manufacturing and marketing the **widest range of Contraceptives**. It is unique in providing a range of Condoms, including Female Condoms, Intra Uterine Devices, Oral Contraceptive Pills - steroidal, non-steroidal and Emergency contraceptive pills; and Tubal Rings. HLL produces today 1.316 billion condoms annually making it one of the world's leading manufacturers of condoms, accounting for nearly 10 percent of the global production capacity.

HLL's **Health care product range** include: Blood Collection Bags, Condoms, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharma products for Women, Natural products, Hydrocephalus Shunt, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters.

HLL has also launched several initiatives in the **services sector** – for medical infrastructure development, diagnostic centers and procurement consultancy. These have been conceived to bring about a whole new realm of accessible, affordable healthcare delivery to every citizen.

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 5000.



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**Notice Inviting Tender**

**HLL Lifecare Limited** is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Pharmaceutical Products through its newly formed Women Healthcare Division. HLL invites Bids from interested Manufacturers/Suppliers/Dealers for empanelment for supply of **Active Pharma Ingredients (APIs) for a period of two years**

The scope of the present tender covers the empanelment of manufacturers/suppliers/dealers for supply of active pharmaceutical ingredients (APIs) for various locations In India as mentioned in Annexure-I for a period of two years.

The rate shall be collected against the requirement as and when API is required over a period of the validity of empanelment i.e., for a period of two years.

HLL reserve the right to purchase API from one or more venders, if warranted a counter officer shall be given to the bidder other than L1 bidder.

The period of two years shall starts from the date of empanelment of the vender, which will be officially communicated to empanelled vendor separately after technical evaluation.

The required details of APIs 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 ₹ 5000/- by Cash / DD (inclusive of ST) drawn in favour of HLL Lifecare Limited, payable at State Bank of India, NIPANI - 591 237. Further, Tender documents can also be downloaded from our website **[www.lifecarehll.com](http://www.lifecarehll.com)**. However cost of Tender documents i.e. ₹ 5000/- by D.D. shall be given with the Technical Bid.



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**BID DATA SHEET**

|  |                                 |
|--|---------------------------------|
| Date of publication of the tender      | 21.05.2015.                     |
| Date of sale of Bid                    | 21.05.2015 to 12.06.2015 (11AM) |
| Cost of tender document                | <b>₹ 5000.00</b>                |
| Last date for Receipt of Technical Bid | 12.06.2015 (11:00 Hrs.)         |
| Opening of Technical Bids              | 12.06.2015 (14:00 Hrs.)         |
| *EMD amount to be deposited            | <b>₹ 2.50 Lakhs</b>             |

We request you to submit your sealed technical bids for empanelment for supply of API.

In case you need any further information, please feel free to contact the undersigned on E-mail: [natesh@lifecarehll.com](mailto:natesh@lifecarehll.com). Ph. No: 08333-279543, cell 09945618811. Mr. Natesh K.

**JOINT GENERAL MANAGER (SOURCING)**



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|   |   |
|---|---|
| <b>Address for Submission of Bids</b>     | <b>JOINT GENERAL MANAGER (SOURCING)</b><br>HLL Lifecare Limited<br>(A Govt. of India Enterprise)<br>Kanagala – 591 225<br>Belagavi Dist.<br>Karnataka<br>Tel: 08333 – 279239 / 44 |
| Bid validity                              | Two years from the date of empanelment of suppliers.  |
| No. Of copies                             | No. of copies: 1 original + 1 copy  |
| Last Date for submission of Technical Bid | <b>Date: 12.06.2015, Time: 11:00 Hrs.</b>   |
| Date of opening of Technical Bid          | <b>Date: 12.06.2015, Time: 14:00 Hrs.</b>   |



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**Annexure – I**

| SL No. | Name of Active Pharmaceutical Ingredient (API). | UOM | Specify the Quality Standard Confirmation of API i.e. IP / NFI / BP/ USP or Equivalent standards |
|--------|---|-----|--|
| 1      | Albendazole                                     | Kg  |  |
| 2      | Trimethoprim                                    | Kg  |  |
| 3      | Sulphamethoxazole                               | Kg  |  |
| 4      | Folic Acid                                      | Kg  |  |
| 5      | Tinidazole                                      | Kg  |  |
| 6      | Ciprofloxacin Hydrochloride                     | Kg  |  |
| 7      | Metronidazole                                   | Kg  |  |
| 8      | Ofloxacin                                       | Kg  |  |
| 9      | Erythromycin                                    | Kg  |  |
| 10     | Azithromycin                                    | Kg  |  |
| 11     | Dicyclomine Hydrochloride                       | Kg  |  |
| 12     | Ibuprofen                                       | Kg  |  |
| 13     | Ferrous Sulphate                                | Kg  |  |
| 14     | Ferrous Fumerate                                | Kg  |  |
| 15     | Norfloxacin                                     | Kg  |  |
| 16     | Amoxicillin                                     | Kg  |  |
| 17     | Doxycycline                                     | Kg  |  |
| 18     | Vitamin B1 (HCL)                                | Kg  |  |
| 19     | Vitamin B2 (Riboflavin)                         | Kg  |  |
| 20     | Vitamin B6 (Pyridoxine HCL)                     | Kg  |  |
| 21     | Niacinamide                                     | kg  |  |
| 22     | Calcium Pentonthenate                           | Kg  |  |
| 23     | Zinc Sulphate Monohydrate                       | Kg  |  |
| 24     | Calcium Carbonate (Oyster Shell)                | Kg  |  |
| 25     | Vitamin D3                                      | Kg  |  |
| 26     | Carbonyl Iron                                   | Kg  |  |
| 27     | Vitamin C                                       | Kg  |  |
| 28     | Vitamin 12                                      | Kg  |  |
| 29     | Dry Vitamin A                                   | Kg  |  |



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**ELIGIBILITY CRITERIA FOR BIDDERS**

Original API Manufacturer or Dealer/Agent can participate in the tender

1. The bidder should have minimum turnover of ₹ 5.00 Crores (Five Crores) per annum during the last three financial years i.e. 2012-13 2013-14 and 2014-15. Against this the bidder should submit Profit & Loss Account, Turnover Statement and Balance Sheets duly certified by Chartered Accountant.
2. Bidder should be in the Pharma business for a period of minimum three years & this shall be supported at least Two Invoices for each year.
3. Bidder should submit a Demand Draft for ₹ 2,50,000/- drawn in favour of M/s. "HLL Lifecare Ltd." and payable at State Bank of India, Nipani – 591 237 towards Earnest Money Deposit.
4. Bidder should submit 'No conviction certificate' as per the attached format.

Apart from the above if the bidder is a manufacturer they are also required to submit the following documents.

- a) Product licence.
- b) GMP Certificate.

NOTE: Bidders should not submit Price Bid along with this Tender. However, from the empanelled suppliers, price bids/ quotations shall be called for as & when API is required.

Purchaser reserve the right to give counter offer to other than L1 Bidder and supply order shall be placed on one or more suppliers, depending on the type & quantity of API required.





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**GENERAL INSTRUCTIONS TO BIDDERS**

**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 empanelment if it determines that the Bidder being considered for empanelment 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 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 12.06.2015.

- a) 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,



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**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 Technical bid. An authorized person holding the Power of Attorney should sign the letter.
  - b. Power of Attorney 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)
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.



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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. Period of Validity of Bid**

The empanelment of the vendor is for a period two years from the date of empanelment.

**Submission of Bids**

**10. Sealing and Marking of Bids**

- a) The Bidder shall prepare and seal the **envelope** super scribing the following for:

**Technical Bid for Empanelment of Suppliers for supply of APIs –  
 Tender No. HLL: BG: SOURCE: EMPANEL-I: API: 2015-16 DT. 21.05.2015**

- b) i) The outer envelope shall be addressed to HLL at the address given in the bid data sheet and
- ii) Bear the statement DO NOT OPEN BEFORE 12.06.2015 (Mention the date of opening of the bid as given in the tender documents).
- iii) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

**11. 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.

**12. 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.



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### 13. 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.

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

13.2 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.

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

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

14. 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.

15. 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.



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**Bid Opening and Evaluation**

**16. Opening of Bids by HLL**

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.

**17. Preliminary Examination of Bids**

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.

**18. 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.

**19. Contacting HLL**

19.1 From the time of pre-bid meeting HLL will not entertain any clarification on any matter related to the bid,

19.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the empanelment decision, such bids will be rejected.

**20. 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 empanelment, without assigning any reason thereof.

**21. Notification of Award**

21.1 Prior to the expiration of the period of validity, HLL will obtain price quotation as & when need arises & notify the successful Bidder in writing that its price quotation has been accepted.

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



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**22. Signing of Contract**

22.1 At the same time as HLL notifies the technically qualified bidders that their bid has been accepted & qualified, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

**22.2 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 ₹ 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.



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**SPECIFIC TERMS & CONDITIONS OF CONTRACTS**

1. The supplier shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or person what so ever.
2. The supplier must submit Batch wise Test Analysis report of the drug and pharmaceuticals from NABL certified laboratories only in original along with each consignment.
3. The APIs shall be supplied in the package specified and the package shall carry the logograms specified.
4. No advance payment towards costs APIs. shall be made to the supplier. The payment against part supply will not be entertained.
5. On completion of supplies of ordered quantities bills/Invoices should be raised in triplicate in the name of HLL Lifecare Limited,
6. If any time a particular API is found sub standard or the packaging has deteriorated or the test reports has failed then the supplier has to replace the whole quantity of item at his own cost within 10 days.
7. HLL reserve the right to give counter offer to other than L1 Bidder depending the **TYPE AND QUANTITY** of API required, which will be decided against case-to-case basis.



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## **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 payments to the bidder shall 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. Bidders Responsibilities**

2.1 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.





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- 2.2 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.
- 2.3 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.
- 2.4 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.
- 2.5 The bidders have to abide by delivery schedule strictly. H.L.L reserves the right to impose penalty of 0.5% per week subjected to maximum of 10%, if the supply is not as per time schedule.**

## **Payment**

### **3. Terms of Payment**

**30 DAYS FROM THE DATE OF RECEIPT OF THE ITEM.**

### **4. Delivery Schedule**

**THE ENTIRE QUANTITY IS TO BE DELIVERED AS PER THE SCHEDULE MENTIONED IN THE SUPPLY ORDER.**



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## **5. 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.

## **6. 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)

## **7. 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.



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**Change in Contract Elements**

**8. Termination**

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

**9. 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 13(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.

**10. 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.



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**FORMAT-1**

**DEVIATIONS /EXCLUSIONS SCHEDULE :**

Bidders Proposal Ref No & Date:

Bidder's Name and Address:

To,

Joint General Manager (Sourcing)

HLL Lifecare Limited

Kanagala - 591225

Belagavi Dist, Karnataka.

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 API supply shall be made as per your requirements.

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

| Clause No | Statement of Deviations/Exclusions and Variations | Cost of Withdrawal |
|-----------|---|--------------------|
|           |   |                    |
|           |   |                    |
|           |   |                    |
|           |   |                    |
|           |   |                    |
|           |   |                    |

Date:  
Place:

Signature:

Name:  
Designation:  
Common Seal:



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**FORMAT-2**

**NO CONVICTION CERTIFICATE**

To,  
To,  
Joint General Manager (Sourcing)  
HLL Lifecare Limited  
Kanagala - 591225  
Belagavi Dist, Karnataka.

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 Manufacturing or Sourcing, Packaging & Distribution of APIs.

Date:  
Place:

Signature:

Name:  
Designation:

Common Seal:



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA– 591 225, BELAGAVI DIST.  
 KARNATAKA STATE

**FORMAT-3**

**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) The supplier’s bid and original Price Schedules



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(e) The Purchaser's Notification of Award

(f) [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.
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 drugs, goods, equipments 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.



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Brief particulars of the APIs 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"





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**KARNATAKA STATE**

**ANNEXURE II**

**BID FORM**

Date\_\_\_\_\_

To,  
 Joint General Manager (Sourcing)  
 HLL Lifecare Limited,  
 (A Govt. of India Enterprise)  
 Kanagala- 591225.  
 Belagavi dist. Karnataka.

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 and deliver\_\_\_\_\_ (Description of APIs and services) in conformity with your above referred document attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the APIs and perform the services as mentioned above

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms tender.

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 do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) duly authorized o sign tender for and on behalf)