

Re-Tender Document for the supply of
**GENERIC DRUGS / PHARMACEUTICAL PRODUCTS TO
GENERIC DRUGS STORES IN VARIOUS PARTS OF
COUNTRY UNDER RATE CONTRACT**

IFB No. HLL/MKTG/SD/2013-14/10 DT. 03.01.2014

HLL Lifecare Limited

(A Govt. of India Enterprise)

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

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

Website – www.lifecarehll.com

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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Re-Tender document for the supply of generic drugs / pharmaceutical products to generic drugs stores in various parts of country under rate contract

IFB No : HLL/MKTG/SD/2013-14/10 dt. 03.01.14

DATE OF COMMENCEMENT
OF SALE OF BIDDING DOCUMENT : 03.01.2014, 10.00 HRS

LAST DATE FOR SALE OF BIDDING
DOCUMENT : 27.01.2014 11.30 HRS

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 27.01.2014, 14.30 HRS

TIME AND DATE OF OPENING
OF TECHNICAL BIDS : 27.01.2014, 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: vgpillai@lifecarehll.com /
hllsd@lifecarehll.com

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Notice Inviting Tender

Re-Tender document for the supply of generic drugs / pharmaceutical products to generic drugs stores in various parts of country under rate contract

HLL LIFECARE LIMITED (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Pharmaceutical Products through its Women Healthcare Division. HLL invites Bids from interested parties under the two-bid system for manufacture and supply of Pharmaceutical Products.

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

1. Supply of Pharma medicine to generic drug store proposed to be opened at various parts of the country.
2. Supply the product to HLL's store located in various parts of country.
3. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP for each batch of all products purchased from the party.
4. The artwork for packing materials shall be provided to the successful bidder at the time of placement of order.

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. 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	27.01.2014 (14:30 Hrs.)
Opening of Technical Bids	27.01.2014 (15:00 Hrs.)

Opening of Price bid of qualified vendors will be informed later

We request you to submit your separate sealed technical and Price bids for the Product being quoted by you. Sealed bids are to be submitted by the closing date i.e. before 14.30 Hrs 27.01.2014. The technical bids will be opened as per the above scheduled in the presence of the bidders, who opt to be present.

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

In case you need any further information, please feel free to contact the undersigned on E-mail: vgpillai@lifecarehll.com / hllsd@lifecarehll.com . Tel: +0471 2354949, 2355426, 2350961, 2356352. Website – www.lifecarehll.com

Associate Vice President (SD & CTD) i/c

BID DATA SHEET

Address for Communication	Associate Vice President (SD & CTD)i/c HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email – vgpillai@lifecarehll.com , hllsd@lifecarehll.com Website – www.lifecarehll.com
Bid validity	12 Months from the date of opening the financial bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.
No. of copies	No. of copies: 1 original + 1 copy
Pre Bid Meeting	17.01.2014 (11: 00 Hrs.) at HLL Lifecare Ltd. (A Govt. of India Enterprise) Noida office, B 14 A, Sector 62, Noida (Dist), Gautham Budh Nagar-201301, Uttar Pradesh, Ph:91120 4071500
Dead line for submission of Technical and Price Bids	27.01.2014 (14:30 Hrs.)
Date, time and place of opening of Technical bid	27.01.2014 (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 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.

PRODUCT SPECIFICATION & TENTATIVE YEARLY REQUIREMENT

Tentative order quantity will be minimum batch size of the manufacturer for each product

S.No.	Medicine Name	UOM
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	Carbimazole Tablet (5mg) 10s strip	10s strip
9	Cefadroxil Syrup (250mg/5ml) 60 ml	60 ml
10	Chlorpromazine hydrochloride Tablet (100mg) 10s strip	10s strip
11	Clonidine Tablet (0.1mg) 10s	10s
12	Cloxacillin Capsule (250mg) 10s strip	10s strip
13	Colchicine Tablet (500mg) 10s strip	10s strip
14	Co-Trimoxazole Tablet (Trimethoprim 40mg + Sulphamethoxazole 200mg)	10s strip
15	Dexamethasone Tablet (4mg) 10s strip	10s strip
16	Diloxanide Furoate Tablet (500mg)	10s strip
17	Domperidone Syrup (5mg/5ml) 30ml	30ml
18	Erythromycin Estolate Tablet (500mg) 10 X 10 tabs	10 X 10 tabs
19	Ferrous Succinate Capsule (150mg) 10s strip	10s strip
20	Fluoxetine hydrochloride caps (20mg) 10s strip	10s strip

S.No.	Medicine Name	UOM
21	Framycetin Sulphate cream (1%) 20 gms	Tube
22	Furosemide Tablet (40mg) 10X10	10X10
23	Gentamicin Drops (0.3%) 2 ml	2 ml bottle
24	Griseofulvin Tablet (250mg) 10X10	10X10
25	Hyoscine butyl bromide tablets (20mg) 10s strip	10s strip
26	Imipramine Tablet (25mg) 10s strip	10s strip
27	Ipratropium bromide (20mg) + Salbutamol (100mg) per metered dose Inhaler	Metered dose Inhaler
28	Levodopa (100mg) + Carbidopa (25mg) Tablet 10s strip	10s strip
29	Mefloquine Tablet (250mg) 10s strip	10s strip
30	Methotrexate Tablets (2.5mg) 10s strip	10s strip
31	Methyldopa Tablet (250mg) 10s strip	10s strip
32	Methylprednisolone Tablet (4mg) 10s strip	10s strip
33	Metoclopramide Tablet (10mg) 10s strip	10s strip
34	Metronidazole Tablet (400mg) 10X10 tabs	10X10 tabs
35	Multivitamin/B-complex drops 30ml	30ml bottle
36	Neomycin (5mg) + Bacitracin (500U) per 5g Ointment	Tube
37	Neomycin Ophthalmic Cream (0.5%) 10 gms	10gm cream
38	Nicotinic acid Tablets (250mg) 10s strip	10s strip
39	Nitrofurantoin Tablet (100mg SR) 10s strip	10s strip
40	Nystatin (1 lac U/g) ointment	Tube
41	Phenobarbitone Tablet (30mg)	10s strip

S.No.	Medicine Name	UOM
42	Phenytoin Sodium Tablet (100mg) 10s strip	10s strip
43	Pilocarpine eye drops (1%) 5 ml	5 ml bottle
44	Piperazine phosphate Tablets (500mg) 10s strip	10s strip
45	Prednisolone Syrup (5mg/5ml)	30ml bottle
46	Prednisolone Tablet (10mg) 10s strip	10s strip
47	Prednisolone Acetate eye drop (0.2%) 10 ml	10 ml
48	Primaquine phosphate Tablet (15mg) 10s strip	10s strip
49	Silver Sulphadiazine Ointment (1%) w/w 20gm	20gm ointment
50	Spironolactone Tablet (25mg) 10s strip	10s strip
51	Terbutaline Sulphate Tablet (2.5mg) 10s strip	10s strip
52	Thyroxine Tablets (25mg)	10s strip
53	Valproate sodium Syrup (200mg/5ml) 60ml	60ml bottle
54	Valproate sodium Tablets (200mg) 10s strip	10s strip
55	Vitamin A Capsule (5000 IU) 10 s strip	10s strip
56	Vitamin D (cholecalciferol) granules (60,000 IU/g) 10 s strip	10s strip
57	Tablet Ambroxol 30mg (10's)	10s strip
58	Tablet Ibuprofen 400mg + Paracetamol 325mg + Chlorzoxacone 250mg (10's)	10s strip
59	Drop: Phenylephrine Hydrochloride 5mg + Chlorpheniramine maleate 2mg per ml (15ml)	15ml vial
60	Vitamin A capsule 25000 IU (10's)	10s strip
61	Clotrimazole 500mg Vaginal Pessary	pessary
62	Medroxyprogesterone Acetate Tablet 10mg (10's)	10s strip

S.No.	Medicine Name	UOM
63	Tranexamic acid Tablet 500mg (10's)	10s strip
64	Ointment Calcium Dobesilate + Lignocaine Hydrochloride 2.5% w/w (30gm)	30gm ointment
65	Ointment Diltiazem Hydrochloride 2% (30gm)	30gm ointment
66	Capsule Tamsulosin Hydrochloride 0.4mg (10's)	10s strip
67	Capsule Evening Primrose oil 500mg (15's)	15s strip
68	Powder Lactic acid Bacillus 60 million spores	sachet
69	Tablet Nitazoxanide 100mg (10's)	10s strip
70	Tablet Nitazoxanide 200mg (10's)	10s strip
71	Ispaghula Husk Sachet	sachet
72	Tablet Diacerein 50mg (10's)	10s strip
73	Tablet Methotrexate 15mg (10's)	10s strip
74	Povidone- Iodine 5% Gargle (100ml)	100ml bottle
75	Tablet Motelukast sodium 10mg + Fexofenadine 5mg (10's)	10s strip
76	Tab Tamsulosin 0.4mg + Dutasteride 0.5mg (10's)	10s strip
77	Ascorbic Acid Tablet (500mg) 10s strip	10s strip
78	Cefadroxil Tablet (500mg) 10s strip	10s strip
79	Co-Trimoxazole Tablet (Trimethoprim 80mg + Sulphamethoxazole 400mg) 10X10 tabs	10s strip
80	Dicyclomine Hydrochloride Capsule (10mg) 10X10	10s strip
81	Doxycycline Capsule (100mg) 10X10 tabs	10s strip
82	Multivitamin/B-complex capsules 10X10	10s strip
83	Ondansetron Tablet (4mg) 10s strip	10s strip
84	Paracetamol Tablet (500mg) 10X10 tabs	10s strip
85	Ramipril Capsules (1.25mg) 10s strip	10s strip
86	Tinidazole Tablets (500mg) 10X10	10s strip

*orders will be placed to the successful parties based on the HLL requirement time to time.

Specifications of Packing

The goods should be securely packed to withstand all hazards of transport. The packing and marking should be strictly as specified in the Specifications (IP). The goods should be packed in export worthy packing i.e. should be inner laminated and in case of injectables or plastic bottles thermocole balls to be filled in the cartoons. The packing should confirm to the prescribed international standard. Loose tablets (without strips) should not be supplied.

Packing material specification

Display Cartoon	350GSM, 1 st grade board, 4 colour printing, single side printing, finishing with outer gloss lamination with dye punching and pasting
Master Cartoon (Corrugated Box)	Narrow flute 7 ply corrugated card board box total Gsm= > 1147 inner and outer ply virgin kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double strapping using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line bituminised) 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. C OZs per tear inch. Bursting strength: 15kg/cm ² (min.) (bursting factor not less than 20, Gum- Nature: Starch Based.)
Aluminum Foil	Thickness:- 0.021mm to 0.022mm (21 to 22 micron), Gsm – 59 (54 to 56 aluminum + HSL 3 min.)
PVC/PVDC	Food Grade Thermo formable transparent blister foil. Thickness= 0.35 mm max. Gsm= 320 to 330, Sealing= Proper sealing, PVC= Non Toxic – PVC food grade, Yeild= 3.125 to 3.03 mt ² /kg
Leaflet	As per Product standard packing

The Supplier should get the artwork samples duly approved from HLL before the final printing and supply.

C. Marking:

The packing will also be marked as under

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

1) ELIGIBILITY CRITERIA FOR BIDDERS

1. Valid pharmaceutical product manufacturing license duly notarized
2. Revised Schedule M GMP certification for individual products duly notarized
3. Valid product permission for each of the quoted product duly notarized
4. Manufacturing capacity duly certified by Drug department / Certification from a qualified chartered accountant
5. All the documents as per format 1 to 12 of this tender document
6. Site Master file of factory
7. Details of the onsite quality assurance systems and lab facilities with detailed equipment's available.
8. Recent No conviction certificate issued within last six months..
9. Bank Guarantee from a Nationalized Bank for EMD (Format-12)
10. Primary manufacture/authorized agents are allowed to participate in the Tender-
11. Manufacturers authorization form may be submitted by participating authorized agents.
12. Bid form
13. The bidder should furnish certificate that the medicines / drugs supplied would be of standard quality / quantity manufactured as per IP / BP / USP / NFI or equivalent specification. If some items do not fall under the purview of IP / BP / USP / NFI or equivalent specification, the bidder shall enclose a letter certifying that following items do not fall under the purview of IP / BP / USP / NFI or equivalent specification.

2) OTHER DOCUMENTS REQUIRED WITH TECHNICAL BID

1. Certificate of registration with details of the constitution and list of Directors/partners.
2. Last two years P & L account and balance sheet duly certified by a Chartered Accountant.
3. Last two years production details of the drugs to be supplied duly certified by a chartered accountant
4. Last two years purchase orders received from various agencies for the supply of these drugs
5. Sales Tax Clearance certificate.
6. Signed copy of tender document (all pages signed and stamped) by bidder as token of acceptance of the terms and conditions.
7. PAN no. / Exemption certificate from income tax department.
8. Power of Attorney for signatory of Bid in Rs 100/- stamp paper duly notarized.
9. List of items quoted as per format 10 without price
10. Check list as per format 11

1. SCOPE OF WORK

1. General Scope

- i. Supply of Pharma medicine to generic drug store proposed to be opened at various parts of country.
- ii. Supply the product to HLL's store located anywhere in India.
- iii. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP for each batch of all products purchased from the party.
- iv. The artwork for packing materials shall be got approved from HLL.
- v. These medicines will be specially packed for HLL, and will carry all statutory details. Any special marking if required will be indicated later to the successful bidder.

GENERAL INSTRUCTIONS TO BIDDERS

1. Ethical Standard

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

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

- i) Corrupt practice: means the offering, giving, receiving, or soliciting of 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

- i) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- ii) During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4. Amendment of bidding documents

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

Preparation of Bids

5. Language of Bid

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

6. Documents Accompanying the Bid

The Response to mandatory requirements shall consist of:

- i) A forwarding letter indicating the submission of separate sealed Technical and Financial bids. An authorized person holding the Power of Attorney should sign the letter. (Format-4)
 - ii) Power of Attorney in Rs 100/- stamp paper duly notarized.
 - iii) Signed copy of Tender Document (all pages to be signed & stamped)
 - iv) List of Deviations / exclusions (Format-1)
 - v) Organization structure of the Bidder & escalation mechanism.
 - vi) Proof of execution of orders of similar products (copies of executed orders may be enclosed)
 - vii) All the documents mentioned in eligibility criteria for Bidders
- 7.** For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as "Original Bid" and "Copy" as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- 8.** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

9. Financial Bid

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

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

10. Period of Validity of Bid

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

11. EMD: The bidders shall furnish the earnest money of Rs. 50,000.00 to participate in the tender either by a Demand Draft payable to HLL Lifecare Ltd., Trivandrum or by way of a Bank Guarantee. Validity should be 6 months from the date of opening of Technical Bid if in the form of Bank Guarantee.

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

13. 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.

14. 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.

15. Performance Security: The bidder shall furnish Performance Security in the form of Bank Guarantee from nationalized bank / DD to the purchaser for an amount equal to 5% of the total value of the contract valid up to 365 days beyond the date of completion of all contractual obligations by the supplier. Performance security shall be submitted within 10 days from date of award of confirmed order, failing which the EMD submitted shall be forfeited.

16. Liquidated damages: If the supplier fails to deliver any or all of the goods within time period specified in the supply order, HLL shall recover the liquidated damages from the bidder at the rate of 1% per week of delay of the total order value subject to maximum of 20% of the total order value.

17. 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.

18. 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)

19. Shelf Life: The supplies of medicines / drugs should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6th of the life of the drug.

20. Guarantee/Warranty: All the losses due to biological degradation of medicines during the life of potency should be made good by supplier. The drugs supplied shall have a warranty of 1 year from the date of supply. In the event of any rectification of the defect or replacement of any defective goods during the warranty period, the same shall be done by supplier free of charge.

- 21. Indemnity:** The supplier hereby indemnifies HLL Lifecare Ltd and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of drugs or in respect of this contract.
- 22. 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.
- 23 Fall Clause: i)** The prices charged for the products supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the products or offers to sell the products of identical description to any person(s) / organization(s) including the purchaser or any department of the central government or any department of a state government or any statutory undertaking of the central or a state government, as the case may be, during the period till performance of all supply orders placed during the currency of rate contract is completed.
- ii)** if any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or a state government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale stand correspondingly reduced. The above stipulation does not apply to:
- Export/deemed export by the supplier
 - Sale of goods at lower price on or after the date of completion of sale /placement of order of goods by the authority concerned, under the existing or previous rate contracts as also under any previous contracts entered into with the central or the state government department including new undertaking (excluding joint sector companies and or private parties) and bodies.
- 23. Flexibility of prices:** The purchase has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.
- 24. Goods replacement:** Supplier should replace the non moving goods given by HLL before 6 months of their expiry.
- 25. Pre-bid meeting:** it is proposed to have pre-bid meeting with all the suppliers on 17.01.2014 at 11.00 AM on HLL Lifecare Limited, Noida office, B 14 A, Sector 62, Noida (Dist), Gautham Budh Nagar-201301, Uttar Pradesh, Ph:91120 4071500
- 26. Packing and Marking details:** As mentioned above in Page 11

Submission of Bids

27. Sealing and Marking of Bids

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

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

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

All the above packets shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR** IFB No. HLL/MKTG/SD/2013-14/10 DT. 03.01.2014.

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

- a) Bear the Contract name, the Invitation for Bids title and number, and the statement "DO NOT OPEN BEFORE" 15.00Hrs ON 27.01.2014. (Mention the date of opening of the bid as given in the tender documents).
- b) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- c) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

28. Deadline for Submission of Bids

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

29. 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.

30. Modification and Withdrawal of Bids

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

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

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

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

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

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

31. 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.

32. The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

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

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

Bid Opening and Evaluation

33. Opening of Bids by HLL

i) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).

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

ii) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.

34. Preliminary Examination of Bids

i) HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

HLL will ensure that each bid is from an eligible Bidder.

ii) Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.

iii) HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

35 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.

36 Contacting HLL

- i) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- ii) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

37 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.

38 Notification of Award

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

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

39 Signing of Contract

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

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder. **The EMD would be forfeited and the successful bidder may 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 anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Conciliation/Arbitration

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

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

The conduct of such arbitration shall be in English

1.3 No suspension of work

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

1.4 Award to be binding on all parties

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

1.5 Jurisdiction of Courts

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

2. Time for Commencement and Acceptance

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

3. Bidders Responsibilities

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

3.2 The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

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

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

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

3.5 If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.

3.6 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.

3.7 The bidders have to supply the goods within 30 days (Thirty Days) from the date of placing the confirmed order with the supplier.

3.8 Any product related cases shall be borne by the manufacturer.

Payment

4. Terms of Payment

4.1 100% payment to the supplier will be processed after:

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

Documents required for payment from supplier:

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

5. Delivery Schedule

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

6. Taxes and Duties

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

7. Intellectual Property

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

8. Confidential Information

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

9. Force Majeure

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

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

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

Change in Contract Elements

10. Termination

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

11. Termination for bidders Default

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

12. Assignment

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

13.Replacement

In case of market complaints due to the quality issues in the products the bidder shall take the sole responsibility to replace the goods in full to HLL with fresh batch of acceptable goods. An undertaking (Format-8) is to 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 the Pharmaceutical Product(s).

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

FORMAT- 3

Price Schedule for Supply of Pharma Medicines to Generic Drugs Stores
SCHEDULE – A

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

S.No	Medicine Name	Minimum Batch Size	UOM	Basic Rate	Excise Duty	Sales Tax / Vat	(Freight Insurance P & F, etc)	In Figure	In Words
1	Amiodarone Tablets (100mg)		10s strip						
2	Artesunate (100mg)		10s strip						
3	Azathioprine Tablets (50mg)		10s strip						
4	Beclomethasone Dipropionate Ointment (1%)		15gm						
5	Betamethasone Tablet (0.5mg)		10s strip						
6	Calcium gluconate Tablet (400mg)		10 tabs						
7	Carbamazepine Syrup (100mg/5ml)		100 ml pet bottle						
8	Carbimazole Tablet (5mg)		10s strip						
9	Cefadroxil Syrup (250mg/5ml)		60 ml						
10	Chlorpromazine hydrochloride Tablet (100mg)		10s strip						
11	Clonidine Tablet (0.1mg)		10s						
12	Cloxacillin Capsule (250mg)		10s strip						
13	Colchicine Tablet (500mg)		10s strip						
14	Co-Trimoxazole Tablet (Trimethoprim 40mg + Sulphamethoxazole 200mg)		10s strip						
15	Dexamethasone Tablet (4mg)		10s strip						
16	Diloxanide Furoate Tablet (500mg)		10s strip						
17	Domperidone Syrup (5mg/5ml)		30ml						
18	Erythromycin Estolate Tablet (500mg)		10 X 10 tabs						
19	Ferrous Succinate Capsule (150mg)		10s strip						
20	Fluoxetin hydrochloride caps (20mg)		10s strip						

S.No	Medicine Name	Minimum Batch Size	UOM	Basic Rate	Excise Duty	Sales Tax / Vat	(Freight Insurance P & F, etc)	In Figure	In Words
21	Framycetin Sulphate cream (1%) 20 gms		Tube						
22	Furosemide Tablet (40mg) 10X10		10X10						
23	Gentamicin Drops (0.3%) 2 ml		2 ml bottle						
24	Griseofulvin Tablet (250mg) 10X10		10X10						
25	Hyoscine butyl bromide tablets (20mg)		10s strip						
26	Imipramine Tablet (25mg)		10s strip						
27	Ipratropium bromide (20mg) + Salbutamol (100mg) per metered dose Inhaler		metered dose Inhaler						
28	Levodopa (100mg) + Carbidopa (25mg) Tablet		10s strip						
29	Mefloquine Tablet (250mg)		10s strip						
30	Methotrexate Tablets (2.5mg)		10s strip						
31	Methyldopa Tablet (250mg)		10s strip						
32	Methylprednisolone Tablet (4mg)		10s strip						
33	Metoclopramide Tablet (10mg)		10s strip						
34	Metronidazole Tablet (400mg) 10X10 tabs		10X10 tabs						
35	Multivitamin/B-complex drops 30ml		30ml bottle						
36	Neomycin (5mg) + Bacitracin (500U) per 5g Ointment		Tube						
37	Neomycin Ophthalmic Cream (0.5%) 10 gms		10 gm Cream						
38	Nicotinic acid Tablets (250mg)		10s strip						
39	Nitrofurantoin Tablet (100mg SR)		10s strip						
40	Nystatin (1 lac U/g) ointment		Tube						
41	Phenobarbitone Tablet (30mg)		10s strip						

S.No	Medicine Name	Minimum Batch Size	UOM	Basic Rate	Excise Duty	Sales Tax / Vat	(Freight Insurance P & F, etc)	In Figure	In Words
42	Phenytoin Sodium Tablet (100mg)		10s strip						
43	Pilocarpine eye drops (1%) 5 ml		5 ml bottle						
44	Piperazine phosphate Tablets (500mg)		10s strip						
45	Prednisolone Syrup (5mg/5ml)		30 ml Bottle						
46	Prednisolone Tablet (10mg)		10s strip						
47	Prednisolone Acetate eye drop (0.2%) 10 ml		10 ml						
48	Primaquine phosphate Tablet (15mg)		10s strip						
49	Silver Sulphadiazine Ointment (1%) w/w 20gm		20 gm Ointment						
50	Spirolactone Tablet (25mg)		10s strip						
51	Terbutaline Sulphate Tablet (2.5mg)		10s strip						
52	Thyroxine Tablets (25mg)		10s strip						
53	Valproate sodium Syrup (200mg/5ml) 60ml		60m bottle						
54	Valproate sodium Tablets (200mg)		10s strip						
55	Vitamin A Capsule (5000 IU)		10s strip						
56	Vitamin D (cholecalciferol) granules (60,000 IU/g)		10s strip						
57	Tablet Ambroxol 30mg (10's)		10s strip						
58	Tablet Ibuprofen 400mg + Paracetamol 325mg + Chlorzoxacone 250mg (10's)		10s strip						
59	Drop: Phenylephrine Hydrochloride 5mg + Chlorpheniramine maleate 2mg per ml (15ml)		15 ml Vial						
60	Vitamin A capsule 25000 IU (10's)		10s strip						
61	Clotrimazole 500mg Vaginal Pessary		pessary						
62	Medroxyprogesterone Acetate Tablet 10mg (10's)		10s strip						
63	Tranexamic acid Tablet 500mg (10's)		10s strip						

S.No	Medicine Name	Minimum Batch Size	UOM	Basic Rate	Excise Duty	Sales Tax / Vat	(Freight Insurance P & F, etc)	In Figure	In Words
64	Ointment Calcium Dobesilate + Lignocaine Hydrochloride 2.5% w/w (30gm)		30 gm Ointment						
65	Ointment Diltiazem Hydrochloride 2% (30gm)		30 gm Ointment						
66	Capsule Tamsulosin Hydrochloride 0.4mg (10's)		10s strip						
67	Capsule Evening Primrose oil 500mg (15's)		15s Strip						
68	Powder Lactic acid Bacillus 60 million spores		Sachet						
69	Tablet Nitazoxanide 100mg (10's)		10s strip						
70	Tablet Nitazoxanide 200mg (10's)		10s strip						
71	Ispaghula Husk Sachet		Sachet						
72	Tablet Diacerein 50mg (10's)		10s strip						
73	Tablet Methotrexate 15mg (10's)		10s strip						
74	Povidone- Iodine 5% Gargle (100ml)		100 ml Bottle						
75	Tablet Motelukast sodium 10mg + Fexofenadine 5mg (10's)		10s strip						
76	Tab Tamsulosin 0.4mg + Dutasteride 0.5mg (10's)		10s strip						
77	Ascorbic Acid Tablet (500mg)		10s strip						
78	Cefadroxil Tablet (500mg)		10s strip						
79	Co-Trimoxazole Tablet (Trimethoprim 80mg + Sulphamethoxazole 400mg) 10X10 tabs		10s strip						
80	Dicyclomine Hydrochloride Capsule (10mg) 10X10		10s strip						
81	Doxycycline Capsule (100mg) 10X10 tabs		10s strip						
82	Multivitamin/B-complex capsules 10X10		10s strip						
83	Ondansetron Tablet (4mg)		10s strip						
84	Paracetamol Tablet (500mg) 10X10 tabs		10s strip						

S.No	Medicine Name	Minimum Batch Size		Basic Rate	Excise Duty	Sales Tax / Vat	(Freight Insurance P & F, etc)	In Figure	In Words
85	Ramipril Capsules (1.25mg)		10s strip						
86	Tinidazole Tablets (500mg) 10X10		10s strip						

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 anywhere in India. Form C shall not be issued.
- Preference shall be given to the minimum batch size quoted by any party in case of quoted rates are same.

Bidders Signature:

Name:

Designation:

Address:

Note: 1. The rate quoted should be for per unit of measurement (UOM) only as mentioned in the SCHEDULE – A.

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.

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: Supply of Pharma Medicines to Generic Drugs Stores

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 One year from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for Supply of Pharma Medicines to Generic Drugs Stores and all other related activities.

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

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

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

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

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

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

FORMAT-5

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,

We hereby guarantee that the drugs supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious drugs. We assure that the drugs/medicines to be supplied would be of standard quality/ quantity as per IP/BP/USP/NFI or equivalent specification and shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

Signature:

Designation and Seal

Date:

FORMAT-6

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 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.

Qualification form

CAPACITY AND QUALITY CERTIFICATION FORM

IFB NO.

DATE

1. Name of the firm:

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

2. Name of principals or owner(s):

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

3. _____ (Name of Manufacturer) is properly registered to supply pharmaceuticals or vaccines or medical devices in India, is in good legal and statutory standing with the responsible health authorities and is licensed as a primary manufacturer of the range of pharmaceuticals or vaccines or medical devices to be offered. (The list of items to be offered is attached).

4. The production capacities for _____ (name of Manufacturer) follow:

The installed capacity for this firm is as follows:

Annual Capacity Non-Sterile

Annual Capacity Sterile

Dry: Tablets
Capsules
Sachets

Vials
Bottles

Wet: Internal
(Liquids and Colloids)

Syrups
Suppositories
Aerosols

Ampoules
I.V. Fluids

External
Liquids
Creams
Ointments

Drops/Ointments

5. _____ (Name of Manufacturer) retains full records of production batches and quality control test results, has demonstrated compliance with the M GMP quality standards during the past one year, and will exhibit these on request.

6. _____ (Name of Manufacturer) has manufactured and marketed the specific goods covered by this bidding document (Pharmaceuticals 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-8

**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.

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

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

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

FORMAT-10

LIST OF ITEMS QUOTED

Bid no: _____ Date of Opening _____
Name of the Firm _____

S.No.	Medicine Name	UOM	Name of manufacturer	Packing offered	Min. batch size	Min. order qty	Lead time (delivery time)	Qty standard	Quoted / Not Quoted
1	Amiodarone Tablets (100mg)	10s strip							
2	Artesunate (100mg)	10s strip							
3	Azathioprine Tablets (50mg)	10s strip							
4	Beclomethasone Dipropionate Ointment (1%)	15gm							
5	Betamethasone Tablet (0.5mg)	10s strip							
6	Calcium gluconate Tablet (400mg)	10 tabs							
7	Carbamazepine Syrup (100mg/5ml)	100 ml pet bottle							
8	Carbimazole Tablet (5mg)	10s strip							
9	Cefadroxil Syrup (250mg/5ml)	60 ml							
10	Chlorpromazine hydrochloride Tablet (100mg)	10s strip							
11	Clonidine Tablet (0.1mg)	10s							
12	Cloxacillin Capsule (250mg)	10s strip							
13	Colchicine Tablet (500mg)	10s strip							
14	Co-Trimoxazole Tablet (Trimethoprim 40mg + Sulphamethoxazole 200mg)								
15	Dexamethasone Tablet (4mg)	10s strip							
16	Diloxanide Furoate Tablet (500mg)								
17	Domperidone Syrup (5mg/5ml)	30ml							
18	Erythromycin Estolate Tablet (500mg)	10 X 10 tabs							
19	Ferrous Succinate Capsule (150mg)	10s strip							
20	Fluoxetin hydrochloride caps (20mg)	10s strip							

S.No.	Medicine Name	UOM	Name of manufacturer	Packing offered	Min. batch size	Min. order qty	Lead time (delivery time)	Qty standard	Quoted / Not Quoted
21	Framycetin Sulphate cream (1%) 20 gms	Tube							
22	Furosemide Tablet (40mg) 10X10	10X10							
23	Gentamicin Drops (0.3%) 2 ml	2 ml bottle							
24	Griseofulvin Tablet (250mg) 10X10	10X10							
25	Hyoscine butyl bromide tablets (20mg)	10s strip							
26	Imipramine Tablet (25mg)	10s strip							
27	Ipratropium bromide (20mg) + Salbutamol (100mg) per metered dose Inhaler								
28	Levodopa (100mg) + Carbidopa (25mg) Tablet	10s strip							
29	Mefloquine Tablet (250mg)	10s strip							
30	Methotrexate Tablets (2.5mg)	10s strip							
31	Methyldopa Tablet (250mg)	10s strip							
32	Methylprednisolone Tablet (4mg)	10s strip							
33	Metoclopramide Tablet (10mg)	10s strip							
34	Metronidazole Tablet (400mg) 10X10 tabs	10X10 tabs							
35	Multivitamin/B-complex drops 30ml	30ml bottle							
36	Neomycin (5mg) + Bacitracin (500U) per 5g Ointment	Tube							
37	Neomycin Ophthalmic Cream (0.5%) 10 gms								
38	Nicotinic acid Tablets (250mg)	10s strip							
39	Nitrofurantoin Tablet (100mg SR)	10s strip							
40	Nystatin (1 lac U/g) ointment	Tube							
41	Phenobarbitone Tablet (30mg)	Tube							

S.No.	Medicine Name	UOM	Name of manufacturer	Packing offered	Min. batch size	Min. order qty	Lead time (delivery time)	Qty standard	Quoted / Not Quoted
42	Phenytoin Sodium Tablet (100mg)	10s strip							
43	Pilocarpiine eye drops (1%) 5 ml	5 ml bottle							
44	Piperazine phosphate Tablets (500mg)	10s strip							
45	Prednisolone Syrup (5mg/5ml)								
46	Prednisolone Tablet (10mg)	10s strip							
47	Prednisolone Acetate eye drop (0.2%) 10 ml	10 ml							
48	Primaquine phosphate Tablet (15mg)	10s strip							
49	Silver Sulphadiazine Ointment (1%) w/w 20gm								
50	Spironolactone Tablet (25mg)	10s strip							
51	Terbutaline Sulphate Tablet (2.5mg)	10s strip							
52	Thyroxine Tablets (25mg)								
53	Valproate sodium Syrup (200mg/5ml) 60ml	60m bottle							
54	Valproate sodium Tablets (200mg)	10s strip							
55	Vitamin A Capsule (5000 IU)	10s strip							
56	Vitamin D (cholecalciferol) granules (60,000 IU/g)	10s strip							
57	Tablet Ambroxol 30mg (10's)	10s strip							
58	Tablet Ibuprofen 400mg + Paracetamol 325mg + Chlorzoxacone 250mg (10's)	10s strip							
59	Drop: Phenylephrine Hydrochloride 5mg + Chlorpheniramine maleate 2mg per ml (15ml)								
60	Vitamin A capsule 25000 IU (10's)	10s strip							
61	Clotrimazole 500mg Vaginal Pessary								
62	Medroxyprogesterone Acetate Tablet 10mg (10's)	10s strip							
63	Tranexamic acid Tablet 500mg (10's)	10s strip							

S.No.	Medicine Name	UOM	Name of manufacturer	Packing offered	Min. batch size	Min. order qty	Lead time (delivery time)	Qty standard	Quoted / Not Quoted
64	Ointment Calcium Dobesilate + Lignocaine Hydrochloride 2.5% w/w (30gm)								
65	Ointment Diltiazem Hydrochloride 2% (30gm)								
66	Capsule Tamsulosin Hydrochloride 0.4mg (10's)	10s strip							
67	Capsule Evening Primrose oil 500mg (15's)								
68	Powder Lactic acid Bacillus 60 million spores								
69	Tablet Nitazoxanide 100mg (10's)	10s strip							
70	Tablet Nitazoxanide 200mg (10's)	10s strip							
71	Ispaghula Husk Sachet								
72	Tablet Diacerein 50mg (10's)	10s strip							
73	Tablet Methotrexate 15mg (10's)	10s strip							
74	Povidone- Iodine 5% Gargle (100ml)								
75	Tablet Motelukast sodium 10mg + Fexofenadine 5mg (10's)	10s strip							
76	Tab Tamsulosin 0.4mg + Dutasteride 0.5mg (10's)	10s strip							
77	Ascorbic Acid Tablet (500mg)	10s strip							
78	Cefadroxil Tablet (500mg)	10s strip							
79	Co-Trimoxazole Tablet (Trimethoprim 80mg + Sulphamethoxazole 400mg) 10X10 tabs								
80	Dicyclomine Hydrochloride Capsule (10mg) 10X10								
81	Doxycycline Capsule (100mg) 10X10 tabs								
82	Multivitamin/B-complex capsules 10X10								
83	Ondansetron Tablet (4mg)	10s strip							
84	Paracetamol Tablet (500mg) 10X10 tabs								
85	Ramipril Capsules (1.25mg)	10s strip							
86	Tinidazole Tablets (500mg) 10X10								

FORMAT-11

CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender Fees, EMD (EMD if Bank Guarantee shall be as per Format-12)			
3	Tender Document Duly Signed and Stamped At All Pages along with Corrigendum (if Any)			
4	Valid pharmaceutical product manufacturing license			
5	Schedule M GMP Certificate			
6	Certificate of constituting the firm			
7	Last two years P & L account and balance sheet duly certified by a Chartered Accountant			
8	Last two years production details of the drugs to be supplied duly certified by a chartered accountant			
9	Last two years purchase orders received from various agencies for the supply of these drugs			
10	Sales Tax Clearance certificate			
11	ISO Certificate if any			
12	Recent No conviction certificate			
13	Manufacturing capacity duly certified by Drug department along with certification from a qualified chartered accountant			
14	Site Master file of factory			
15	Onsite quality assurance and lab facilities with detailed equipments available			
16	Format -1 : Deviations /Exclusions Schedule			
17	Format -2 : Self Declaration			
18	Format -3: Price Schedule (SCHEDULE – A)			
19	Format -4: Bid Form			
20	Format -5: Self Declaration			
21	Format -6: Performa for Performance Statement			
22	Format -7: Qualification Form			
23	Format - 8: Under taking letter for replacement of market complaint goods			
24	Format - 9: Product Liability clause for goods supplied			
25	Format - 10: List of Items Quoted			
26	Format - 11: Checklist			
28	Format - 12: EMD Form			
29	Format - 13: Form Of Contract Agreement			

FORMAT-12

EMD FORM

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

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

THE CONDITIONS of this obligation are:

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

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

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

.....
(Signature of the Bank)

FORMAT-13

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for supply of generic Drugs/ Pharmaceutical Products to Generic Drugs Stores in various parts of country under rate contract and has accepted the bid of the Supplier for the supply of generic Drugs/ Pharmaceutical Products to Generic Drugs Stores in various parts of country.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Terms and conditions of Tender enquiry No: HLL/MKTG/SD/2013-14/08 Dt 14.09.2013
 - (d) Technical Requirements (including Technical Specifications) of Tender Enquiry
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Purchaser's Rate contract and Purchase Order.
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply generic Drugs/ Pharmaceutical Products to Generic Drugs Stores in various parts of country and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless the Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the supplied generic Drugs/ Pharmaceutical Products to Generic Drugs Stores in various parts of country and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

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

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

For and on behalf of the Purchaser

Signed: _____

in the capacity of Associate Vice President (CTD & SD) i/c

in the presence of _____

For and on behalf of the Supplier

Signed: _____

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

HLL Lifecare Limited, "the Purchaser"

and

[*insert: name of Supplier*], "the Supplier"