

Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No: HLL/SD/RBD/2021-22/TENDER/02 Dt:14.07.2021



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

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

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Website – www.lifecarehll.com

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IFB No	:	HLL/SD/RBD/2021-22/TENDER/02 Dt.14.07.2021
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	14.07.2021
LAST DATE FOR SALE OF TENDER DOCUMENT	:	14.07.2021
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	19.07.2021, 2 PM
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	19.07.2021, 3 PM
PLACE OF OPENING OF BIDS	:	HLL Lifecare Ltd. Retail Business Division Free Generic Pharmacy AIIMS, Ansari Nagar, New Delhi-110029
ADDRESS FOR COMMUNICATION	:	VP (Sourcing) Sourcing Division HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712354949 (EXT 242 / 272 / 273) Email – sdrbdsouth@lifecarehll.com – taruncst@lifecarehll.com

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Section 1. NOTICE INVITING TENDER

Supply of Medical Devices & Disposables for onward supplies to Bangladesh

HLL Lifecare Limited (HLL), a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, invites an open tender under two bid system from interested manufacturers / authorised agents for;

1. Supply of Medical Devices & Disposables as per the items mentioned in Annexure 5
2. These supplies are for onward supplies to Bangladesh as per orders/advices from different Departments of Govt. of India.

I. About HLL

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under the Ministry of Health and Family Welfare, Govt. of India. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kangala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar/Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh for pharmaceutical products and Irapuram in Cochin is the moulding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal 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 etc. The company has a wide network of stockists and retail outlets spread across the length and breadth of the countries to market its products.

HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centres, retail chain of pharmacy outlets and procurement consultancy services.

II. Details of Tender

The major details of present tender are the following:

1. Scope of the tender includes Supply of Medical Devices & Disposables mentioned in Annexure - 5 to HLL Depot at Chandigarh, UT for onward supply to Bangladesh.
2. Suppliers must ensure strict compliance to all statutory regulations and quality standards. Packing specifications as detailed in Annexure 6A, 6B & 6C as applicable
3. The products should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.
4. Primary manufacturers/authorized agents are allowed to participate in the Tender. Manufacturer's authorization form in original may be submitted by participating authorized agents.

5. **EMD exemption to CPSU/SSI units registered with NSIC** - This clause has been deleted since EMD is not applicable for this tender.
6. **Tender fee exemption to CPSU/SSI units registered with NSIC** - This clause has been deleted since Tender fee is not applicable for this tender.
7. The Bidder must submit an in-house Certificate of Analysis for every batch of items being supplied along with other documents as called for in this tender along with consignment.

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

III. Bid Data Sheet

Address for Communication	VP(Sourcing) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – sdrbdsouth@lifecarehll.com – taruncst@lifecarehll.com Website – www.lifecarehll.com
Financial Bid validity	Financial Bid Validity - 12 Months from the date of opening of the financial bid
Date of publishing of bid	14.07.2021
Deadline for submission of Bids	19.07.2021 (2 PM) (at the office of Deputy Vice President (RBD), HLL Life Care Ltd, Free Generic Pharmacy, ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS), Ansari Nagar, New Delhi-110029 Any bid received after the bid submission deadline prescribed in the bid, will be rejected
Date, time and place of opening of bids	19.07.2021 (3 PM) at Office of Deputy Vice President (RBD) HLL LIFECARE LTD, RETAIL BUSINESS DIVISION-NORTH FREE GENERIC PHARMACY ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS) ANSARI NAGAR, NEW DELHI-110029

IV. Minimum Eligibility Criteria

1. Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e, 2018-19, 2019-20 & 2020-21 (original / provisional) will only be eligible for participation. Authorized agents are also eligible to bid provided their minimum average turnover in the last three years i.e., 2018-19, 2019-20 & 2020-21 (original / provisional) is Rs. 1 crore (Rupees One crore only) and their Principal manufacturers meets the eligibility criteria for principal manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted
2. The product should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.

3. For the Items quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.
4. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.
5. **The products offered in the tender must be only manufactured in INDIA.**

Section II General Instructions to Bidders (GIB)

1. Amendment of Tender documents

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids

In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

2. Language of Bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

3. SUBMISSION OF BIDS

3.1 Sealing and Marking of bids

3.1.1 Separate bids shall be submitted for Financial bid and Technical bid.

The bidders shall seal Technical bid and Financial bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". The Bidders shall then place both the inner envelopes in an outer envelope. **The Tender No. for which the bid is made must be marked on both the inner envelopes and the outer envelope.**

3.1.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

Deputy Vice President (RBD)
HLL Lifecare Ltd
Retail Business Division
Free Generic Pharmacy
All India Institute Of Medical Sciences (AIIMS)
Ansari Nagar, New Delhi - 110029
sdrbdsouth@lifecarehll.com
taruncst@lifecarehll.com

- (a) The outer envelope shall bear the Tender number, and a statement: "DO NOT OPEN BEFORE" -----"
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" or if the invitation of bids (IFB) is cancelled.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation for Bid. In the event of the specified date for the

submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the tender not later than the time and date stated in the tender. 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.

5. Late Bids

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

6. Modification and Withdrawal of Bids

1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the purchasers address provided in the tender document. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

3 No bid may be modified subsequent to the deadline for submission of bids.

4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

7. Period of Validity of Bids

Bids shall remain valid for 180 days from the date of Technical bid opening prescribed by the Purchaser, pursuant to GIB Clause 06. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). Extension of validity period by the bidder must be unconditional. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

The purchaser reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the purchaser's action.

8. Statutory exemptions:

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors.

9. Mandatory documents to be submitted along with Technical bid

A. For manufacturer

The following documents are to be submitted along with technical bid.

1. Self Declaration as per Annexure 1
2. Bid form as per Annexure-3
3. Valid manufacturing license/Factory License (Self–attested Copy) along with the list of products manufactured in this facility wherever applicable. The quoted products should be highlighted for ready reference.
4. The products should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.
5. Documentary proof for establishing that the products offered are meeting the technical specifications mentioned
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
7. GST Certificate (self attested copy)
8. Copy of Non Conviction certificate (self-certified)
9. Permanent Account Number (Self–attested Copy)
10. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
11. Under taking letter for replacement of complaint/defective goods as per Annexure-4
12. List of all quoted products offered to HLL as per Annexure 9.
13. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.15 crores duly certified by a chartered accountant.
14. Annexure 10 - Check List
15. Annexure 12 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
16. Annexure 13 - Indemnity Certificate
17. Annexure 14 - Bid Securing Declaration
18. Documentary proof to establish that the products are manufactured in India

B. For Authorized Agents

The following documents are to be submitted.

1. Self Declaration as per Annexure 1
2. Bid form as per Annexure-3
3. Valid manufacturing license/Factory License (Self–attested Copy) along with the list of products manufactured in this facility wherever applicable. The quoted products should be highlighted for ready reference.
4. The products should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.
5. Documentary proof for establishing that the products offered are meeting the technical specifications mentioned
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized
7. GST certificate
8. Copy of Non Conviction certificate (self-certified)
9. Permanent Account Number (Self–attested Copy).
10. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association /Partnership deed/HUF etc as applicable.(Self–attested Copy)

11. Under taking letter for replacement of complaint/defective goods as per Annexure-4
12. Authorization letter from manufacturer (Original) must be submitted as per Annexure 8.
13. List of all quoted products offered to HLL as per Annexure 9.
14. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.10 crores certified by a chartered accountant and documentary proof for establishing average annual turnover of the manufacturer in the last three years is not less than Rs.10 crores duly certified by a chartered accountant.
15. Annexure 10 - Check List
16. Annexure 12 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
17. Annexure 13 - Indemnity Certificate
18. Annexure 14 - Bid Securing Declaration
19. Documentary proof to establish that the products are manufactured in India

10. FINANCIAL BID

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

- a) The Price must be quoted in accordance with Annexure- 2 attached.
- b) The Price total must include all costs associated with the execution of the contract including taxes, levies, duties, GST, freight, insurance etc and on **Door Delivery basis at HLL Depot, Chandigarh UT.**
- c) Net Unit Rate inclusive of all taxes and duties quoted per lowest unit of measurement i.e per Piece will be considered for comparison of bids.

11. Bid Form and EMD - DELETED

12. Performance Security:

An amount of 5% of Basic Price (less GST) shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after 365 days from the date of receipt of material and acceptance at designated HLL depot at Chandigarh. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

12.1 Within (7) days of the receipt of the notification of award/ Letter of Indent / Purchase order from the Purchaser, the successful Bidder shall furnish the performance security in accordance with Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

13. Prices

The Bidder shall indicate in the Price Schedule in separate cover for the goods they propose to supply in unit prices of the goods.

- 13.1i) The Unit basic price of the product should be inclusive of Freight Charges for inland transportation to HLL Depot at Chandigarh, Insurance and other local costs incidental to delivery of the goods to their final destination; and
- ii) GST as applicable in percentage and amount.
- iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation.

13.2 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. The price quoted will be valid for a period of one year from the date of opening of financial bid. A bid submitted with an adjustable

price quotation will be treated as non-responsive and rejected.

14. Bid Currencies

14.1 Prices shall be quoted in Indian Rupees.

15. PAYMENT TERMS

15.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the Notification of award/ Letter of Indent/ Purchase order, - Door delivery basis.

15.2 **No Advance payment shall be given.**

- a. **90% of the payable amount will be released within 120 days** of delivery and acceptance of consignment by HLL.
- b. **5% of payable amount will be released after the final** acceptance of consignment at the authorities at the destination country.
- c. **Remaining 5% will be released after 365 days** from the date of receipt of material and acceptance at designated HLL depot at Chandigarh. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

15.3 The amount shall be paid by HLL in Indian Rupees.

15.4 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

16. Delivery Terms

Goods must be delivered within 3 days of issue of Notification of Award /Letter of Intent / Purchase order by HLL. These items are being procured against emergency relief requirement from different Departments of Govt. of India. Any delay beyond the stipulated time of 3 days will result in cancellation of the PO.

17. DELAY IN DELIVERY OF GOODS

17.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Indent/ Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

If the vendor fails to deliver the full ordered quantity even during extended delivery period, then the Notice of award/ Letter of Indent/ Purchase order shall be short-closed and the Performance Bank Guarantee/ Security deposit shall be forfeited.

17.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

17.3 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In

the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

17.4 If L1 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 forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

18. Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder by all municipal, state, or national government authorities, loading & unloading charges etc 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

19. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

“Not applicable, as products manufactured in India only be eligible for quoting against this tender”

20. Inspection And Tests

- 20.1 The Bidder must submit a Batch Certificate along with the consignment for every batch of items being supplied along with other documents as called for in this tender
- 20.2 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 20.3 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 20.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

20.5 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

21. Indemnity:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 13

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 purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

23. 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.

The purchaser also reserve the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

24. 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.

25. 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 L1 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 L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

26. FORCE MAJEURE

26.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the

Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 26.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Goods replacement:

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at designated HLL delivery point, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. However replacement of goods will be accepted by HLL subject to the concurrence from the ordering institute else the purchase order will be cancelled and Clause 17 (Delay in delivery goods) will be applied under the discretion of HLL.

28.1 .Documents establishing goods conformity to bidding documents

- 28.1.1 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

29. 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

30. Contacting HLL

- a) 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 by sending email to sdrbdsouth@lifecarehll.com
- b) 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.

31. 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
The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability

to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchasers action.

32. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

33. PRICES

33.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

34. Bid Opening and Evaluation

A. Opening of Bids by HLL

- a) Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.
Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

B. Evaluation of Bids

- a) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid, the price bid of the bidders who are disqualified at the technical evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.
- b) For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.
- c) 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.
- d) Arithmetical errors will be reviewed 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, there bid will be rejected.
- e) 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.
- f) Prior to the detailed evaluation, pursuant to Clause GIB 34, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- g) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

35. EVALUATION AND COMPARISON OF BIDS

- 35.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to GIB Clause 34.b.
- 35.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner and to the extent indicated in GIB Clause 35.3 and in the technical specifications:
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Ltd Depot at Chandigarh
- 35.3 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance to on door delivery basis HLL depot at Chandigarh.
- 35.4 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each main equipment

36. Recall

The products/goods must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a new machine of acceptable quality.

37. Settlement of Disputes

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. 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 here to. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

38. Major Responsibilities of Supplier

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The successful 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 Notification of award/ Letter of Indent/ Purchase order.
- c. The Supplier 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.
- d. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
- e. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only

- f. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.
- 39.** The final quantities mentioned in Annexure 5 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

40. GOVERNING LANGUAGE

40.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

41. AWARD CRITERIA

41.1 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

42. Notification of Award

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award/ Letter of Indent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Indent/ Purchase order on the same day as the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order. The conditions mentioned in the the Notification of award/Letter of Indent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same.

43. Termination

HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

44. Agreement: DELETED

45. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

46. MRP should not be printed in any package

47.RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

“Not applicable, as products manufactured in India only be eligible for quoting against this tender”

SECTION-III SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

SECTION-IV General Conditions of Contract (GCC)

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No
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4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	22
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17.	DELIVERY AND DOCUMENTS	24

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the

Purchaser.

5. SUBCONTRACTS

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. PATENT RIGHTS

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

9. CHANGE ORDERS

9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) the method of shipping or packing
- (b) the place of delivery; or
- (c) the services to be provided by the Supplier.

10. ASSIGNMENT

10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

11. TERMINATION BY DEFAULT

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.

11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

12. TERMINATION FOR INSOLVENCY

12.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

13. APPLICABLE LAW

13.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

14. NOTICES

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15. TAXES AND DUTIES

15.1 Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

16. PACKING

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.

16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

17.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Letter of Indent / Notification of Award / Purchase order. The details of dispatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

SECTION V - Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

SECTION VI - Technical Specification (TS)

Sr. No	Item Name	Quantity (nos)	Specification
1	Oxygen Flow - Meter	5000	: Humidifier provide patient with comfortable and therapeutic Humidity : Leak Proof : Bottle - Polycarbonate : Tube - Polyprpylene : Spindle for the adjustment : Rotameter Presure Gauge Products should be manufactured in India
2	Oxygen Nasal Cannula	6000	Sizes: Adult / Paed / Infant Material : Very Soft, twin prong nasal tips to provide maximum patient comfort, Soft & Kink Resistant PVC tubing. , Non-Sterile , Tubing Length 210 cm Products should be manufactured in India
3	Oxygen Face Mask	6000	: Material - Medical standard of PVC. : Turn-up rim ensures comfortable wearing. : With head strap and adjustable nose clip. : Length of tube: 2mtr : Color: green or transparent : Size: adult/pediatric standard Products should be manufactured in India
4	Non - Rebreather Mask	3000	: Material - Made from standard of PVC. : With head strap and adjustable nose clip. : The star lumen tubing : Oxygen bag: : Length of tube: 2 mtr : Color - green or transparent : Size - adult/pediatric standard, Products should be manufactured in India
5	Pulse Oxymeter	800	: 2 Color LED display : Display SpO2, PR, PI, SpO2 Waveform : Display Signal Strength : Four display modes : Low Voltage indicator, low power consumption : 2 AAA alkaline batteries : Light, compact, attractive design Products should be manufactured in India
6	Infrared Thermometer	800	: Non-contact measurement method : Body mode -35oC to 42oC:±0.2oC, 34oC to 34.9oC:±0.3oC, 42.1oC to 42.9oC:±0.3oC : Operation Temp: 10oC-40oC(50oF to 104oF)Rh≤85% : Ultra-fast measurement : Forehead type : Backlit Display : Fever alarm Products should be manufactured in India
			: Soft Touch Tubing - Flexible and gentle on the ears and face, minimising friction and pressure on delicate tissues.

7	High Flow Nasal Cannulas	250	<p>: Adjustable Slider : Secure and comfortable fitting without the need for a head or neck strap.</p> <p>: Sizing Guide - Quickly and easily select the correct size for each patient using the individual sizing guide.</p> <p>: Patient Type Colour Coding - The colour coded range of seven cannula sizes provides an excellent match to the individual needs of all patient groups, from premature babies through to adults.</p> <p>: Compatibility: The included adaptor provides a secure connection to both 22mm and 15mm respiratory limbs.</p> <p>: Soft Prongs - Anatomically curved, large bore nasal prongs minimise any jet effect and improve patient comfort even at high flow rates.</p> <p>Products should be manufactured in India</p>
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SELF - DECLARATION

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/02

To,
VP (Sourcing)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 (EXT 242 / 272 / 273)
Website – www.lifecarehll.com

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government or Government of India / Drugs Controller, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against this Tender.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

Date:
Place:

Signature:
Name:
Designation:
Seal:

PRICE SCHEDULE

Price Schedule for Supply of Medical Devices & Disposables for onward supplies to Bangladesh

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

Sl.No	Description of Item	Qty Required (nos)	Make or Model	Manufacturer	Packing Mode	Rate per piece (Rs)(A)	GST(Rs)(B)	GST %	Net Unit Rate Inclusive of all Taxes and Duties/ Per Piece (Rs) (A+B)
1	Oxygen Flow - Meter	5000							
2	Oxygen Nasal Cannula	6000							
3	Oxygen Face Mask	6000							
4	Non- rebreather Mask	3000							
5	Pulse Oxymeter	800							
6	Infrared Thermometer	800							
7	High -flow nasal cannulas (HFNCs)	250							

Date:
Place:

Signature of the Bidder with Seal:

- Net Price must be quoted for per Piece only

Delivery Address: HLL Lifecare Ltd, Plot No. 46, Village Sarangpur, Chandigarh (UT) – 160014

BID FORM

Annexure-3

Ref:

Date:

To,

**VP (Sourcing)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India, Tel: +91 4712354949**

Dear Sir,

Sub: Supply of Medical Devices & Disposables for onward supplies to Bangladesh
Tender No.: HLL/SD/RBD/2021-22/TENDER/02 Dt.14.07.2021

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services 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:

Commence work and shall make all reasonable endeavour 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, and Attachments through [specify: the number of attachments] to this Bid Form, up to 12 months 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 Pharmaceutical Products to HLL Depot Chandigarh, UT and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not 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, the Bidder shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Bidders. (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure-4

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/02

To,

**VP (Sourcing)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 (EXT 242 / 272 / 273)
Website – www.lifecarehll.com**

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ware house free of cost within 45 days.

Signature_____

Name_____

Designation and Common Seal

Station_____

Date_____

Annexure-5

Product List

TENDER No – HLL/SD/RBD/2021-22/Tender/02 Dated 14.07.2021

SL NO	PRODUCT DETAILS	Quantity (nos)
1	Oxygen Flow - Meter	5000
2	Oxygen Nasal Cannula	6000
3	Oxygen Face Mask	6000
4	Non- rebreather Mask	3000
5	Pulse Oxymeter	800
6	Infrared Thermometer	800
7	High -flow nasal cannulas (HFNCs)	250

ANNEXURE – 6 A

INSTRUCTION FOR PACKAGING OF DRUGS & MEDICAL CONSUMABLES

1. Every Consignment of Blood and related products should be certified to be
(a) AIDS Free (b) Hepatitis B Free.
2. Strips of Aluminium foils refer to gauge
3. Aluminium foils as back material for blisters refer to gauge 025.
4. The rigid PVC used in blister packing should be of not less than 250 micron
5. All plastic / glass bottles should be new / virgin neutral glass as per relevant Pharmacopeia Requirement and Non-Pyrogenic
6. Ointments should be packed in liquidized Aluminium Tubes.
7. LVP Fluid bottles should be FFS / BFS Plastic Bottle as per revised Schedule – M and Eye / Ear Drops should be of FFS plastic bottles.
8. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
9. Specification of outer cartons are as per Annexure
10. All tablets should have a score line.
11. All liquid orals should be provided with a measuring device.
12. All plastic containers should be made of virgin grade plastics as per relevant pharmacopeia requirement.
13. All plastic jars above 450 gms / ml should carry an inner plastic lid.
14. Injection in vials should have a snap of seals.
15. Bioavailability report should be submitted in the case of the following drug
(1) Tab Digoxin
16. The strips shall be aluminium strip / blisters with aluminium foil back.
17. All injectable (Ampoules) should have a cutter in each unit box.
18. All hygroscopic drugs and sugar coated tablets should be stripped in Aluminium foil / Blister pack.
19. Bandage, Gauze, Plaster Bandage, Roller Bandage & Cotton should be packed in first packed in plastic bags.
20. Each packing shall be marked with nomenclature of the Item and shall be labeled in accordance with the requirement of relevant standards as applicable.
21. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia / Standards.
22. Packing should be able to prevent damage or deterioration during transit
23. Bidder should ensure sufficient packing adequate for export purpose for the products quoted.

ANNEXURE – 6 B

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES

GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 Kgs (i.e., product + inner carton + corrugated box).
2. All Corrugated boxes should be of `A' grade paper i.e., Virgin.
3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

TUCK IN FLAP:

7. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

HOOPING STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

6. The product label on the carton should be large enough and should carry the correct technical name, strength of the product, batch No., date of manufacturing, date of expiry, quantity packed, Manufacturer's details (Mfg. Lic. No., Address and other relevant information), Gross Wt., and Net Wt. of the box.

7. OTHERS:

No box (shipper carton) should contain mixed products.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

- (1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be > 1147.
- (2) The box should be of 7 ply Bursting strength of not less than 18 Kg/ Cm²

III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml. AND BELOW 1 LIT.

- (1) All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.
- (2) Grammage: Outer box should be 150 gsm inside partition / lining should be 120 gsm
- (3) Ply: 7 Ply.
- (4) Bursting Strength: Not less than 18 Kg/Cm²

IV. SPECIFICATION FOR IV FLUIDS

- (1) Each corrugated box may carry a maximum of
 - a. 12 bottles of 1000 ml or
 - b. 24 bottles of 500 ml or
 - c. 100 bottles of 100 ml individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.
- (2) Grammage: Outer box should be 150 gsm inside partition / lining should be 120 gsm

- (3) Ply: 5 or 7
- (4) Bursting Strength: Not less than 12 Kg/Cm²

V. SPECIFICATIONS FOR LIQUID ORALS – 50 ml to 120 ml bottles.

- (1) Maximum 120 bottles of 50ml or 60ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply. Maximum 100 bottles of 100 ml - 120 ml may be packed in a similar manner in a single corrugated box.
- (2) If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.
- (3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm
- (4) Ply : 5 or 7 ply
- (5) Bursting Strength : Not less than 18 Kg/Cm²
- (6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm².

VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

- (1) No corrugate box should weigh more than 7-8 Kgs.
- (2) Every Ointment tube should be individually packed in cartoon and then packed in 20's in a grey board box, which may be packed in a corrugated box.
- (3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

- (1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.
- (2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.
- (3) Bursting strength for CB boxes for
 - a. Vials : Note less than 13 Kg/Cm²
 - b. Amp : Note less than 9 Kg/Cm²
- (4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.
- (5) If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with centre pad.
- (6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.0
- (7) Vials of eye and ear drops should be packed in an individual cartoon with a dispensing device. If the vial is of FFS technology, they should be packed in 50's in a grey board box.

VIII. SPECIFICATION FOR THERMOCOOL BOXES HOLDING TABLETS / CAPSULES / INJECTABLE (IN VIALS AND AMPOULES)

- (1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.
- (2) The thermo cool box should be packed with sufficient number of **cold packs** to maintain the desired temperature for the entire contents throughout the period of transit. Only first hand thermo cool boxes should be used

6C

Packing Material Specification of medicine	
BABY CARTON	350Gsm foreign art card with 4 Colour printing, single side printing, Tuck in flap system, finishing with outer gloss lamination with dye punching and pasting
DISPLAY CARTON	350Gsm ITC saffaire graphic 4 Colour printing, single side printing, Tuck in flap system with locked bottom, finishing with outer gloss lamination with dye punching and pasting
MASTER CARTON (CORRUGATED BOX)	Narrow Flute 7 Ply Corrugated Card Board Box Total Gsm = >1147 inner & outer ply virgin kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double stapling using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line 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 0Zs per tear inch. Bursting strength: 18 kg/cm ² (min.) (bursting factor not less than 20, Gum -Nature: Starch Based.).
ALUMINIUM FOIL	Thickness- 0.021mm to 0.022 mm (21 to 22 micron), Gsm - 59 (54 to 56 aluminium + 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, Yield= 3.125 to 3.03 mt ² / kg
LEAFLET	Maplitho Deluxe Paper Of 70 Gsm Min. Two Folds Printed In Single Colour (Black)

SPECIMEN LABEL FOR OUTER CARTON

Product Name: (like Paracetamol IP - 500mg)

Batch No. :

Mfg. Date:

Exp. Date:

Total Quantity:

Net Weight of the Carton:

Manufactured By:

Annexure 7

Performance Bank Guarantee Format

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20__ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date: _____ 20__

Address: _____

Annexure-8

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Dear Sir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ Registered office at _____ possessing Manufacturing Licence No. _____, dated _____, valid upto _____ (copy enclosed) do hereby authorize M/s _____ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,

(Name)

for and on behalf of M/s _____

(Name of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**For and behalf of the firm
(Firm Name & Address)**

Annexure 9

LIST OF QUOTED PRODUCT

SI No	Name of Items	Qty in nos	Make/ Model	Manufactured by	ISO/BIS (Yes / No)	Manufactured in India (yes / no)
1	Oxygen Flow - Meter	5000				
2	Oxygen Nasal Cannula	6000				
3	Oxygen Face Mask	6000				
4	Non- rebreather Mask	3000				
5	Pulse Oxymeter	800				
6	Infrared Thermometer	800				
7	High -flow nasal cannulas (HFNCs)	250				

Annexure 10

CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
3	Duly attested copies of factory license/ manufacturing license/ Industrial license along with product list, sales tax registration.			
5	For surgical products, should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.			
6	Copy of Udyog Aadhaar, in case of MSME bidders			
7	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
8	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
9	<p>Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e. 2018-2019, 2019-20 and 2020-21. In case of Authorized agents they must submit the documentary proof for minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-21 is Rs. 1 crore (Rupees One crore only). and documentary proof for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted</p> <p>If an Original Manufacture is participating in the tender but wishes to make the supplies through its authorised agent, the manufacturer has to ensure that the authorised minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-21 (original / provisional) is Rs. 10 crore (Rupees Ten crore only) and documentary proof for the same has to be attached</p>			
10	Copy of Recent Non conviction certificate (self certified)			
11	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
12	Authorization letter from manufacturer (Self-attested Copy).			

13	Annexue 1 - Self Declaration			
14	Annexure 2 - Price Schedule			
15	Annexure 3 - Bid Form			
16	Annexure 4- Under taking letter for replacement of complaint/defective goods			
17	Annexure 5- Product List			
18	Annexure 6A,6B,6C - Instruction of Packaging			
19	Annexure 7 - Performance Bank Guarantee Format			
20	Annexure 8 - Manufacture Authorization Form			
21	Annexure 9 - List of Quoted Product			
22	Annexure 10 - Check List			
23	Copy of PAN Card & GSTN details			
24	Annexure 12 – Category details of Organization			
25	Annexure 13 - Indemnity Certificate			
26	Annexure 14 - BID SECURING DECLARATION			
27	Copy of PAN Card & GSTN details			
28	Documentary proof to establish that the products are manufactured in India			
29	Documentary proof for establishing that the products offered are meeting the technical specifications mentioned			

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure 11 – DELETED

Annexure 12

Category details of organization

SL No.	Description	Yes/No
1.	Whether the organization belongs to the MSME category	
2.	If yes whether the organization belongs to MSE category	
3.	Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	Whether the MSE organization belongs to woman entrepreneur.	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

***The Udyog Aadhar no of the bidder**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 13

To,

VP (Sourcing)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 (EXT 242 / 272 / 273)
Website – www.lifecarehll.com

Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

Annexure 14

BID SECURING DECLARATION

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/02

To,

VP (Sourcing)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949 (EXT 242 / 272 / 273)
Website – www.lifecarehll.com

Dear Sir,

We hereby confirm that, if we, M/s withdraw or modify our bids pertaining to the tender (Tender Number and Date) during the period of validity, or if we are awarded the contract and fail to sign the contract, or fail to deliver the items as per the requirements or fail to submit a performance security before the deadline defined in the tender document, will be suspended for the period of time as per the discretion of the tenderer.

Signature

Name

Designation and Common Seal

Station

Date