

Supply of Pharmaceutical Products for onward supplies to foreign country - South Sudan

Tender No: HLL/SD/RBD/2019-20/TENDER/11 Dt:20.08.2019



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

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

Kerala, India

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

Website – www.lifecarehll.com

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IFB No	:	HLL/SD/RBD/2019-20/TENDER/11 Dt.20.08.2019
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	20.08.2019 , 10.00 HRS
LAST DATE FOR SALE OF TENDER DOCUMENT	:	09.09.2019, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	09.09.2019, 14.30 HRS
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	09.09.2019, 15.30 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	Senior Manager (SD-RBD) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : sdrbdsouth@lifecarehll.com

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Section 1.NOTICE INVITING TENDER

Supply of Pharmaceutical Products for onward supplies to foreign country - South Sudan

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 Pharmaceutical products as per the items mentioned in Annexure 5
2. These supplies are for onward supplies to South Sudan as per orders/advice 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 Pharmaceutical products mentioned in Annexure - 5 to HLL Depot at Chandigarh, UT for onward supply to Foreign Country.
2. Suppliers must ensure strict compliance to all statutory regulations and quality standards. Packing specifications as detailed in Annexure – 6.
3. **For Drugs/Medicines, the manufacturer should have either WHO Pre-Qualification for Products/USFDA Approval for Manufacturing Facility/EU GMP for Manufacturing Facility/ Country Registration for Products or facility in South Sudan**
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. All the Dry Powder and Liquid Injectables are to be manufactured as per USP standards.

6. The products offered in the tender must be only manufactured in INDIA and relevant manufacturing licenses along with product list to be submitted.
7. All medicines supplied should have barcoding. The Details of barcoding will be mentioned in the purchase order and MRP should not be printed on any package
8. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) or appropriate agency / authority shall be exempted from payment of Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit). Those bidders should submit attested hard copy of their UDYOG AADHAR MEMORANDUM along with registration certificate.
9. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment towards Tender document cost & Earnest Money Deposit as per rules (upto their monetary limit). 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 does 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.

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. **Cost of Tender documents i.e.Rs.5000/- in the form of Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank shall be given with the Technical Bid.**

III. Bid Data Sheet

Address for Communication	Senior Manager (SD-RBD) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – sdrbdsouth@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	20.08.2019 (10.00 Hrs)
EMD	Rs.2,00,000 (Rupees Two Lakh Only) in the form of bank guarantee (Annexure 7) or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.
Tender fee	Rs 5,000/- (Rupees Five Thousand only) in the form Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.
Dead line for submission of Bids	09.09.2019 (14:30 Hrs.) (at the office of the Senior Manager (SD-RBD), HLL Lifecare Ltd, Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012): Any bid received after the bid submission deadline prescribed in the bid, will be rejected
Date, time and place of opening	09.09.2019 (15:30 Hrs.) at

of bids	HLL Lifecare Ltd. Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India
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IV. Minimum Eligibility Criteria

1. Original Manufacturers having a minimum average annual turnover of Rs.15 Crores (Rupees Fifteen Crores only) during the last three years i.e. 2015-2016, 2016-17 and 2017-18 (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., 2015-2016, 2016-17 and 2017-18 (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. **For Drugs/Medicines, the manufacturer should have either WHO Pre-Qualification for Products/USFDA Approval for Manufacturing Facility/EU GMP for Manufacturing Facility/ Country Registration for Products or facility in South Sudan**
3. For Items Covered under Drugs and Cosmetics Rules, Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules thereunder during the preceding three years and that no case / proceedings is pending against the manufacturer in any Court of Law in India under the Drugs & Cosmetics Act.
4. For Items Covered under Drugs and Cosmetics Rules, the firm should have a valid drug manufacturing license from the State Drug Controller and must submit a copy of the same.
5. 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.
6. Where no pack or UoM is specified, tenderers may quote for standard packs or UoM available in the market.
7. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.

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 name of the product 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:

**Senior Manager
Sourcing Division - RBD
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram.
Ph.no: 0471 2353932.
sdrbdsouth@lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (IFB) 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). The earnest money deposit provided under GIB clause 11 shall also be suitably extended. 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.

8. Mandatory documents to be submitted along with Technical bid

A. For manufacturer

1. The following documents are to be submitted along with technical bid.
2. Self Declaration as per Annexure 1
3. Bid form as per Annexure-3
4. Valid manufacturing license (Self-attested Copy) along with the list of products manufactured in this facility. The quoted products should be highlighted for ready reference.
5. For Drugs/Medicines copy of either WHO Pre-Qualification certificate for quoted products issued by WHO Geneva / USFDA Approval for Manufacturing Facility / EU GMP for Manufacturing Facility / Country Registration for Products or facility in South Sudan (Self attested Copy).
6. Tender Fee as mentioned in tender document.
7. Earnest Money Deposit(EMD) as mentioned in the tender document.
8. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
9. GST Certificate (self attested copy)
10. Copy of Non Conviction certificate issued by state drug controller.
11. Permanent Account Number (Self-attested Copy)
12. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self-attested Copy).
13. Under taking letter for replacement of complaint/defective goods as per Annexure-4
14. List of all quoted products offered to HLL as per Annexure 10.
15. 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.
16. Annexure 11 - Check List
17. Annexure 13 - 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.”
18. Annexure 14 - Indemnity Certificate

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. Copy of Valid drug manufacturing license of the principle manufacture (Self-attested Copy). The list of products manufactured in this facility also to be attached and the quoted products should be highlighted for ready reference.
4. For Drugs/Medicines copy of either WHO Pre-Qualification certificate for quoted products issued by WHO Geneva / USFDA Approval for Manufacturing Facility / EU GMP for Manufacturing Facility / Country Registration for Products or facility in South Sudan (Self attested Copy).
5. Tender Fee as mentioned in tender document.
6. Earnest Money Deposit (EMD) as mentioned in the tender document.
7. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized
8. GST certificate
9. Copy of Non Conviction certificate issued by state drug controller.
10. Permanent Account Number (Self-attested Copy).
11. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association /Partnership deed/HUF etc as applicable.(Self-attested Copy)

12. Under taking letter for replacement of complaint/defective goods as per Annexure-4
13. Authorization letter from manufacturer (Original) must be submitted as per Annexure 9.
14. List of all quoted products offered to HLL as per Annexure 10.
15. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.1crores 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.15 crores duly certified by a chartered accountant.
16. Annexure 11 - Check List
17. Annexure 13 - 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.
19. Annexure 14 - Indemnity Certificate

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 Tablet/ Capsule/Vials/bottles etc will be considered for comparison of bids.

11. Bid Form and EMD:

11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11.2 Bidder shall furnish, as part of its bid, earnest money deposit (EMD) as mentioned below

SI No:	Description	Earnest money deposit Amount	Validity
1	Earnest money deposit	Rs.2,00,000.00 (Rs. Two lakh Only)	For six months from the date of bid opening.

11.3 The earnest money deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to GIB Sub-Clause 11.8.

11.4 The earnest money deposit shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Annexure 7 or another form acceptable to the Purchaser
- (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

11.5 Any bid not secured in accordance with GIB Clauses 11.1 and 11.2 will be rejected by the Purchaser as non-responsive.

11.6 Unsuccessful bidder's earnest money deposits will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

11.7 The successful Bidder's earnest money deposit will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to GIB clause 12.

11.8 The earnest money deposit may be forfeited: -

- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) Changes its offer/bid during the period of bid validity or during the validity of the contract.

- (iii) does not accept the correction of errors pursuant to GIB Clause 34.d
- (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the Agreement in accordance with GIB Clause 44; or
 - (ii) to furnish performance security in accordance with GIB Clause 12.
 - (iii) to accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
 - (iv) to acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.

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 CFA / Depot anywhere in India. 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 it proposed to be supplied the unit prices of the goods it proposes to supply under the Contract.

13.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The Unit basic price of the product as quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable.
- (ii) Freight Charges for inland transportation to HLL Depot anywhere in India.
- (iii) Insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) GST as applicable in percentage and amount.
- (v) The total unit cost in figure and words. The total unit price will be the basis for evaluation.

13.2 The Bidders separation of the price components in accordance with GIB Clause 13.1 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

13.3 The Bidders separation of the price components in accordance with the price schedule formats will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

13.4 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. **20% of the payable amount will be released within 60 days** of delivery and acceptance of consignment.
- b. **70% of the payable amount will be released within 120 days** of delivery and acceptance of consignment by HLL.
- c. **5% of payable amount will be released after the final** acceptance of consignment at the authorities at the destination countries.
- d. **Remaining 5% will be released after 365 days** from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. 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 45 days of issue Notification of Award /Letter of Intent / Purchase order by HLL.

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 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. 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. Shelf Life:

The supplies of all products should be from fresh stock only. At the time of receipt of medicines, they should have the latest manufacturing date with minimum 70% of the shelf life remaining. Products to be supplied should be of standard quality/quantity as per specification and must 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. All the Dry Powder and Liquid Injectables are to be manufactured as per USP standards.

20. Inspection And Tests

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.

- 20.1 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.
- 20.2 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.
- 20.3 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 despatched.

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 14

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. The purchaser has the right to forfeit the EMD 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.

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 HLL Centres/Depot, supplier must replace the quantity free of cost with fresh batch upon demand by 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.

28.1.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of three years, following commencement of the goods used by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 28.1.3 For the purpose of the commentary to be furnished pursuant to GIB Clause 28.1.2 (b) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

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.
- 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 Stores, anywhere in India.

- 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 / CFA anywhere in India. Price comparison during evaluation will be done on the basis of the price of Main equipment only
- 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 hereto. 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.
- g. The bidder should furnish the details of the **escalation matrix** of both bidder and OEM with telephone numbers and emails.

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 within 5 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order and forfeiture of EMD. 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. In case of any default in any of the condition in the the Notification of award/Letter of Indent/ Purchase order, the purchaser reserves the rights for the forfeiture of EMD/Security deposit/ Performance bank guarantee submitted by the bidder.

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:

- a. All bidders who are selected will have to execute an agreement on non- judicial stamp paper of Rs.200/-(stamp duty to be paid by tenderer) with HLL. The form of Agreement is enclosed in tender document. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.
- b. If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, HLL Lifecare Limited whose decision shall be final

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. Following line may be printed on all package;

“Gift from the Government and people of India to the Government and people of xxxxx”. The same will be mentioned in the Notification of Award / Letter of Indent / Purchase order.

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

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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-IV - 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.

Annexure-1

SELF - DECLARATION

Tender: Supply of Pharmaceutical Products for onward supplies to foreign country - South Sudan

Tender No. HLL/SD/RBD/2019-20/TENDER/11

To,
Senior Manager (SD-RBD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
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 Pharmaceutical Products for onward supplies to foreign country - South Sudan

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

Sl.No	SI No (In Tender doc)	Composition	Brand Name (if any)	Manufacturer	Packing Mode	Total Qty Offered	UOM	Basic Rate(Rs)(A)	GST(Rs)(B)	GST %	Net Unit Rate Inclusive of all Taxes and Duties/ Per Tab/ Cap / Vial /bottle etc (Rs) (A+B)

Date:
Place:

Signature of the Bidder with Seal:

- Bidders are also requested to provide a soft copy (excel format) of the price schedule in a CD along with Price envelop. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered for evaluation.
- Net Price must be quoted per lowest unit of measurement i.e. per Tablet/ Capsule/Vials/bottle etc
- The final quantity mentioned in the Annexure 5 is in the lowest unit of measurement, i.e. tablet/capsule/vial/ampoule/bottle etc.

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

BID FORM

Annexure-3

Ref:

Date:

To,

**Senior Manager (SD-RBD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir,

Sub: Supply of Pharmaceutical Products for onward supplies to foreign country - South Sudan

Tender No.: HLL/SD/RBD/2019-20/TENDER/11 Dt.20.08.2019

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 Pharmaceutical Products for onward supplies to foreign country - South Sudan

Tender No. HLL/SD/RBD/2019-20/TENDER/11

To,

**Senior Manager (SD-RBD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
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

SN	Name of Medicine	Quantity in Tablets / Bottles / Tubes / Pieces (UoM)
1	ARTEMETHER 40 MG INJECTION	1000
2	HYDROCHLORO QUININE 300 MG	20000
3	ARTEMEETHER 80 MG	20000
4	ARTESUNANE 120MG INJECTION	2000
5	ARTEMETHER 40 MG+LUMAFENTRIN 240MG TAB	4800
6	ARTEMETHER 40 MG+LUMAFENTRIN ORAL SUSPENSION	2000
7	ARTEMETHER 80MG+LUMEFENTRIN480MG TAB	12000
8	SACCHROMYCES BULLARDI 250 MG ORAL PWDER	3500
9	METRONIDAZOLE 250 MG TAB	15000
10	METRONADAZOLE 500 MG TAB	15000
11	METRINADAZOLE 125 MG 100 ML SUSPENSION	1000
12	CIPROFLOXACIN + TINIDAZOLE TAB	20000
13	ORAL REHYDRATION SALT	2000
14	OFLOXACIN+ ORNIDAZOLE TAB	15000
15	CIPROFLOXACIN 250 MG	15000
16	CIPROFLOXACIN 500 MG	20000
17	LEVOFLOXACIN 250 MG	10000
18	DOXYCYCLINE 100MG	30000
19	TETRA CYCLINE 250 MG	50000
20	LEVOFLOXACIN 500 MG	10000
21	FLUCONAZOLE 150 MG	2000
22	AZITHROMYCIN 250 MG	12000
23	AZITHROMYCIN 500 MG	6000
24	CLARITHROMYCIN 250 MG	10000
25	AMOXICILIN+ CLAVUNIC ACID 625 MG	15000
26	CEFUROXIME 500 MG	10000
27	ACELOFENAC + PARACETAMOL	20000
28	INDOMETHACIN 50 MG	50000
29	PARACETAMOL 500 MG TABLET	160000
30	DICLOFENAC 50 MG	50000
31	ASPIRIN 150 MG	60000
32	PENTAPRAZOLE 40 MG	25000
33	ALUMINIUM HYDROXIDE+MEGNESIUM HYDROXIDE SYP	2500
34	SUCRALFATE+ OXETHAZINE	1500
35	OMEPRAZOLE 20 MG CAP	60000
36	AMOXICILIN 125 MG/5ML (SUSP)	4000
37	AMOXY/CLAVUNIC -DRY SYP	2000
38	AZITHROMYCIN 200 MG/5ML	1000
39	OFLOXACIN 50 + ORNIDAZOLE 125 MG (SYP)	500
40	IRON SYP	2500

41	MULTI VITAMIN SYP 200ml	2500
42	ALBENDAZOLE 400 MG 10 ML SYP	500
43	MERTONIDAZOLE 125MG/5ML SUSPENSION	300
44	CEFTRIAXON 1 GM	3000
45	MEROPENAM 1 GM	2500
46	CEFTRIXONE 1 GM+ TAZOBACTUM 125	500
47	DICLOFENAC 30ML 25 MG	500
48	AMOXY 500+ CLAVAM 100 MG INJ	2500
49	SULBACTAM 1G	2000
50	RANITIDINE INJ 2ML	1500
51	PANTAPRAZOLE 40 MG INJECTIONS	2500
52	ARTESUNATE 60MG	2000
53	AMOXILIN+CLAVUNIC ACID 325	10000
54	ACYCLOVIR -200MG	25000
55	ACCLOVIR-400	6000
56	ACYCLOVIR-800	10000
57	CETRIZINE 10 MG	10000
58	TRICHOLINE CITRATE+ CYPROHEPATIDINE(SYP)	1000
59	DOTRAVIN80 MG + MEFENAMIC ACID 250 MG TAB	30000
60	DICLOMINE HYDROCHLORIDE 20 MG + MEFENIC ACID	20000

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.

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:

10. The product label on the cartoon 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.

OTHERS:

12. 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 150 gsm and inside partition / lining should be 120 gsm.
- (2) The box should be of 5 ply with Bursting strength of 9 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 12 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 : 7 ply
- (5) Bursting Strength : Not less than 12 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

ANNEXURE – 6 C

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

EMD BANK GURANTEE FORMAT

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 Countries), having our registered office at _____ (address of bank) (hereinafter called "theBank") 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)

Annexure 8

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-9

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)**

LIST OF QUOTED PRODUCT

SI No	Sl. no as per Tender	Name of Items	UOM	Shelf Life of Item offered (in Months)	Packing mode	Manufactured by	Self Mfg./loan Licence /3 rd Party	WHO Pre- Q /US FDA /EU GMP / Facility or product Registration at South Sudan (Yes / No)	USP Standards – Yes/No (in case of Dry powders & injectable)	Manufactured in India (yes / no)
1										
2										
3										
4										
5										
6										
7										

Annexure 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	EMD/ Tender Fee in the form of BG/DD			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Duly attested copies of factory license/ manufacturing license/ Industrial license along with product list, sales tax registration.			
5	For Drugs/Medicines, Copy of either WHO Pre-Qualification certificate for quoted products issued by WHO Geneva / USFDA Approval for Manufacturing Facility / EU GMP for Manufacturing Facility / Country Registration for Products or facility in South Sudan to be attached.			
6	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			
7	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
8	Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years is not be less than Rs.1 crores certified by a chartered accountant. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturerinthelastthreefinancialyears isnotbelessthanRs.15 crores certified by a chartered accountant is to be submitted.			
9	Copy of Recent Non conviction certificate			
10	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
11	Authorization letter from manufacturer (Self-attested Copy).			
12	Annexue 1 - Self Declaration			
13	Annexure 2 - Price Schedule			
14	Annexure 3 - Bid Form			
15	Annexure 4- Under taking letter for replacement of complaint/defective goods			
16	Annexure 5- Product List			

17	Annexure 6A,6B,6C - Instruction of Packaging			
18	Annexure 7 - EMD Bank Guarantee Format			
19	Annexure 8 - Manufacture Authorization Form			
20	Annexure 9 - List of Quoted Product			
21	Annexure 10 - Check List			
22	Annexure 11 - Performance Bank Guarantee Format			
23	Annexure 12 – Rate Contract Agreement			
24	Annexure 13 – Category details of Organization			
25	Annexure 14 - Indemnity Certificate			
26	Copy of PAN Card & GSTN details			
27	Copy of Udyog Aadhaar, in case of MSME bidders			

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure 12

RATE CONTRACT AGREEMENT

This Agreement is made on xxxxxxxxxxxxxxxxxxxx

BY AND BETWEEN

(1) **HLL Lifecare Limited** (CIN : xxxxxxxxxxxxxxxxxxxx), a Government of India Enterprise, under Ministry of Health and Family Welfare, Government of India and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala, India (hereinafter referred to as the “**Purchaser**”, which expression shall unless otherwise, include all its successors and permitted assigns), and is represented by xxxxxxxxxxxxxxxxxxxx, on the **FIRST PART**

AND

(2) **xxxxxxxxxxxxxxxxxx**, a private limited company incorporated under the laws of India (CIN xxxxxxxxxxxx) and having its registered office at xxxxxxxxxxxxxxxxxxxxxxxxxxxx(hereinafter referred to as the “**Supplier**”, which expression shall unless otherwise include all its successors and permitted assigns)and is represented byxxxxxxxxxxxxxxxxx on the **SECOND PART**

WHEREAS the Supplier has expressed their interest in supply of products as per the xxxxxxxxxxxxxxxx to HLL Depot at Chandigarh, UT Which Tender shall form part of this agreement as if corporate herein;

AND WHEREAS M/s HLL Lifecare Limited, the Purchaser has been pleased to accept the offer to the conditions stipulated in the Notification of award/ Letter of Indent/ Purchase order in respect of the products mentioned therein”.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. Whereas the Purchaser, will issue a Notification of award/ Letter of Indent/ Purchase order to the Supplier as per the product list provided by the Supplier (**Attached as Annexure xxx**) and the requirement from the HLL. The Supplier’s C & FA. / authorised distributor authorised by the Supplier has to supply the products as per the delivery terms addressed in the Notification of award/ Letter of Indent/ Purchase order.
2. The Supplier hereby declares that the products sold to the Purchaser as per the rate contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications, description, quality and particulars mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplier shall ensure that the entire quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order is delivered within the agreed delivery date. Quantity supplied in excess by the Supplier will not be accepted by the Purchaser. Supplier hereby guarantees that the said products would continue to confirm to the description and quality aforesaid until the date of expiry as mentioned in the product/packing, however, provided the products are stored as per the storage norms printed on the product packs and that notwithstanding the fact the

Purchaser may have inspected and/or approved the said products, if during the life of the said products be discovered not to confirm to the description and quality aforesaid or have deteriorated even after all storage norms prints on the packs are followed (and the decision of the HLL Lifecare Ltd. in the behalf will be final and conclusive) the Purchaser will be entitled to reject the said products or such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the products will be at the Supplier's risk and all the provisions herein contained relating to rejection of products etc. shall apply. The Supplier shall replace the products etc., if so called upon to do so, or such portion thereof as is rejected by the purchaser. Otherwise the Supplier shall pay to the Purchaser such cost as may arise by reason of non-replacement of the rejected product. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this Supplier otherwise.

3. In case the Supplier fails to complete the supply of stocks or a portion thereof within the prescribed delivery schedule, the Purchaser has the right to purchase the stocks or a portion thereof at the risk and cost of the Supplier without serving any notice to the Supplier. In the event of cancellation of the contract by Purchaser at the risk and cost of the Supplier, the Supplier shall be liable for Actual loss which the Purchaser has sustained or may sustain on account of risk purchase.
4. The Purchaser reserves the right to suspend the business with the Supplier if the Supplier defaults in adhering to the prescribed delivery schedule, quality of stores etc. as per the agreement.
5. Supplier shall advice/inform in writing the Purchaser regarding the banned drugs if any in the Notification of award/ Letter of Indent/ Purchase order. Supplier shall also inform the Purchaser regarding the list of banned drugs within 15 days of notification and shall take back the products available with the purchaser if any.
6. Requests for enhancement of rates once accepted will not be considered before the mutually agreed period. The Purchaser will release Notification of award/ Letter of Indent/ Purchase order to the Supplier as per agreed rates.
7. Taxes will be paid by the Purchaser as per the Government rules and regulations.
8. *Supplier of materials/services as per this Notification of award/ Letter of Indent/ Purchase order / Work order should ensure that the material /service supplied and taxes payable thereon for a particular month or period should be shown or furnished in appropriate returns for the month or period and payment effected for such taxes in succeeding month or before the due dates as prescribed by relevant laws so that the Purchaser is eligible to take input credit for such taxes paid failing which the Supplier will be responsible for any penal or interest charges on it*

9. The quantities to be supplied will be shown in the copy of the Notification of award/ Letter of Indent/ Purchase order. The Supplier during the period of contract has to supply the quantities as per the Notification of award/ Letter of Indent/ Purchase order issued by the Purchaser. The Supplier however agrees to supply the quantity required by the Purchaser up to the validity of contract period.
10. All the communication to be made to the address "XXXXXXXXXXXXXXXXXX."
11. Whereas the Supplier has to supply the products to the Purchasers having at least 70% of shelf life remaining at the time of receipt in supply.
12. If the Supplier defaults in the due supply of all or any of the products correctly and promptly the Purchaser are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Purchaser incur, in thus procuring such products a higher cost than the agreed rate such excess cost may be deducted by the Purchaser from the Supplier's bill or adjusted from him by other means. The Supplier agrees that he shall not be entitled to claim the excess, if any, of the committed rate over such cost to Purchaser.
13. Goods must be delivered within 45 days of issue Notification of award/ Letter of Indent/ Purchase order by HLL. The bidder has to abide by delivery schedule strictly. In case of delay attributed to the bidder, H.L.L reserves the right to impose a penalty @ 0.50 % of the value of Notification of award/ Letter of Indent/ Purchase order, for every week of delay beyond the scheduled date of supply, subject to a maximum of 10% of the value of Notification of award/ Letter of Indent/ Purchase order. For any delay beyond this may lead to cancellation of the Notification of award/ Letter of Indent/ Purchase order. The Purchaser will be entitled to return any of the products (non-moving or expiry) purchased from the Supplier, provided that the Purchaser adheres to follows all storage norms printed on the packaging of the products. In such cases, the supplier shall replace the products or issue credit note, whose value be adjusted against subsequent purchase bills or pending bills. Purchaser has to return the products to the Supplier before three months from the date of expiry.
14. The Supplier being the manufacturer and Supplier of the products intended by the Purchaser, if the Purchaser requests the Supplier to attend the product queries and complaints, if any, to where the Supplier has supplied the products, the Supplier will attend the queries and complaints for the particular products. The Supplier is not entitled for claim of expenses/reimbursements for attending the product queries and complaints from the Purchaser.
15. The Bidder must submit a Certificate of Analysis for every batch of drug along with other documents. The bidder has to submit both the in-house Certificate of Analysis and

Certificate of Analysis from any of the recognized Govt. approved NABL accredited lab along with each consignment. The supplier should submit the batch test reports for each batch of 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). HLL will test the samples drawn from received stocks in NABL Accredited Labs and payment will be subject to the satisfactory test result. If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.

16. An amount 5% of 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 CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released
17. Whereas the Purchaser will make payment as follows;
 - a. 20% of the payable amount will be released within 60 days of delivery and acceptance of consignment.
 - b. 70% of the payable amount will be released within 120 days of delivery and acceptance of consignment by HLL.
 - c. 5% of payable amount will be released after the final acceptance of consignment at the authorities at the destination countries.
 - d. Remaining 5% will be released after 365 days from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

Payment will be done directly to the designated Bank Account of the Supplier through RTGS/NEFT against the invoice submitted by the Supplier.
18. This rate contract between the Purchaser and the Supplier is valid up to **xxxxxxx**
19. The Purchaser may terminate the contract by providing 30 days prior written notice to the Supplier. Notwithstanding anything containing in this Agreement, any termination will not affect the Notification of award/ Letter of Indent/ Purchase order placed by Purchaser on the Supplier
20. NOTWITHSTANDING the provisions contained in clause 7 & 8, the Purchaser shall have the right to cancel the contract for any default on the part of the Supplier in due performance thereof.
21. It shall be lawful for the Purchaser from and out of any money for the time being payable under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Purchaser by reason of the cancellation of the contract

22. Over and above to this, all the relevant points indicated in the tender document no. xxxxxxxxxxxxxxxxxxxxxxxx shall be binding throughout the validity period of the contract.

23. In case of any disputes between both the parties under this rate contract the Jurisdiction of the competent court of Law in Thiruvananthapuram would apply

In witness whereof the Purchaser and xxxxxxxxxxxxfor and on behalf of M/s **HLL Lifecare Ltd.** has hereunto set their hands.

Signed, Sealed and Delivered by

In the presence of witness:

1.

2.

Signed, Sealed and Delivered by

Mr xxxxxxxxxxxxxxxxxxxxfor and on behalf of xxxxxxxxxxxxxxxxxxxxin the presence of witness:

1.

Annexure 13

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 14

To,

Senior Manager (SD-RBD)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
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...