

AMENDMENT NO.1 Dated 14.05.2019

Ref No: HLL/SD/RBD/2019-20/TENDER/04 Dt: 06.05.2019

Title: Supply of Pharmaceutical Products to Government Institutions

The following amendment has been incorporated to the bid document for the above tender;

1. Mandatory documents to be submitted along with Technical bid – Page No.11

A. For Manufacturers

FOR

Point No. 18

Previous purchase order copies for establishing market standing for last three year (2016-17, 2017-18, 2018-19)

MAY BE READ US

Purchase order copies of products quoted in the last two years for establishing market standing.

2. Mandatory documents to be submitted along with Technical bid – Page No.11

B. For Authorized Agents

FOR

Point No. 20

Purchase order copies for establishing market standing for last three year (2016-17, 2017-18, 2018-19)

MAY BE READ US

Purchase order copies of products quoted in the last two years for establishing market standing.

3. Instruction To Bidders (ITB) – Point No.14, Page no. 13

FOR

Delivery Terms

- a) Goods must be delivered within 30 days of issue purchase order by HLL.
- b) 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

- c) Warrantee/Guarantee, Penalty Clause, Fall clause and packing certificate (as per MSO format) for the batches supplied should be given along with the supply. The supply is liable to reject if it is not accompanied with the above documents. The formats of these documents will be mentioned in the purchase order.
- d) Undertaking to the effect should be given along with the supply in case the items are not consumed within shelf life the same will be replaced free of cost.

The purchase order will be issued in molecule name and supplier need to mention molecule name in their invoice.

MAY BE READ US

Delivery Terms

- a) Supplies against initial orders must be delivered within 45 days from the date of issue of purchase order by HLL and 21 days for subsequent orders.
- b) 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
- c) Warrantee/Guarantee, Penalty Clause, Fall clause and packing certificate (as per format attached as Annexure 16A, 16B, 16C, 16D, 16E) for the batches supplied should be given along with the supply. The supply is liable to reject if it is not accompanied with the above documents.
- d) Undertaking to the effect should be given along with the supply in case the items are not consumed within shelf life the same will be replaced free of cost, if the stocks supplied are unstamped stocks.

The purchase order will be issued in molecule name and supplier need to mention molecule name as per the price bid in their invoice.

4. Rate Contract Agreement – Annexure 11

FOR

Point No. 13 – page 57

Goods must be delivered within 45 days of issue 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 purchase order, for every week of delay beyond the scheduled date of supply, subject to a maximum of 10% of the value of purchase order. For any delay beyond this may lead to cancellation of the 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

MAY BE READ US

Supplies against initial orders must be delivered within 45 days from the date of issue of purchase order by HLL and 21 days for subsequent orders. 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 purchase order, for every week of delay beyond the scheduled date of supply, subject to a maximum of 10% of the value of purchase order. For any delay beyond this may lead to cancellation of the purchase order. The Purchaser will be entitled to return any of the products (non-moving or expiry) purchased from the Supplier, if the stocks supplied are unstamped stocks,

5. Rate Contract Agreement – Annexure 11

FOR

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% being performance security 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.

MAY BE READ US

- a. **No Advance payment shall be given.**
- b. **95% payment of the contract price shall be paid within 60 days of receipt and acceptance of goods in good condition at the consignee premises**
- c. **Remaining 5% being performance security 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.
- d. The amount shall be paid by HLL in Indian Rupees by way of **RTGS/NEFT.**

6. Annexure 10 – Check List

FOR

Sl. No. 9

Copy of previous purchase orders for establishing market standing for last three year (2016-17, 2017-18, 2018-19)

MAY BE READ US

Purchase order copies of products quoted in the last two years for establishing market standing.

7. Instruction To Bidders (ITB) – Clause 2, Point (f)

FOR

Warrantee/Guarantee, Penalty Clause, Fall clause and packing certificate (as per MSO format) for the batches supplied should be given along with the supply. The supply is liable to reject if it is not accompanied with the above documents. The formats of these documents will be mentioned in the purchase order.

MAY BE READ US

Warrantee/Guarantee, Penalty Clause, Fall clause and packing certificate (as per format attached as Annexure 16A, 16B, 16C, 16D, 16E) for the batches supplied should be given along with the supply. The supply is liable to reject if it is not accompanied with the above documents.

8. Instruction To Bidders (ITB) – Clause 2, Point (g)

FOR

Undertaking to the effect should be given along with the supply in case the items are not consumed within shelf life the same will be replaced free of cost.

MAY BE READ US

Undertaking to the effect should be given along with the supply in case the items are not consumed within shelf life the same will be replaced free of cost, if the stocks supplied are unstamped stocks.

9. Formats of Warrantee/Guarantee, Penalty Clause, Fall clause and packing certificate.

Annexure 16 A

File No

Date

The Sourcing Division
HLL Lifecare Limited
HLL Bhavan, Poojappura P.O
Trivandrum - 695012, Kerala

PACKING CERTIFICATE

Purchase Order No.....Dated

We confirm that Aluminum strip wherever used is of thickness not less than 0.03mm.
We confirm that the corrugated box is conforming to IS: 2771 (part-1):1990.
We confirm that packing material is conforming to IS: 2771 (Part-1):1990.
We confirm that Bottles wherever is used confirm to the container/content compatibility test.

Signature

Name & Designation

Company's Seal

Date

File No

Date

PENALTY CLAUSE

The Sourcing Division
HLL Lifecare Limited
HLL Bhavan, Poojappura P.O
Trivandrum - 695012, Kerala

Purchase Order No.....Dated

If the supply fails to deliver any or all of the good 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% of the deliver price of the delayed good for each week of delay or part thereof, until actual deliver up to maximum deduction of 10 percent of the delayed goods contract price, Once the maximum is reached, the purchaser may consider termination of the contract.

Signature

Name & Designation

Date

Company's Seal

File No

Date

WARRANTY CERTIFICATE

The Sourcing Division
 HLL Lifecare Limited
 HLL Bhavan, Poojappura P.O
 Trivandrum - 695012, Kerala

Purchase Order No.....Dated

"The Contractor/Seller hereby declares that the stores as detailed below sold to the purchaser under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned in the description clause here of and the contractor/seller hereby guarantees that the stores would continue to conform to the description of and quality aforesaid for a period of useful life of minimum of five sixth (5/6th) of the specified shelf life from the date of delivery of the said stores to the purchaser , have overages within the ranges set forth in the technical specification and are not subject to recall by the applicable Regulatory Authority due to unacceptable quality or adverse Pharmaceuticals reaction. Notwithstanding the above, the fact that the said stores fail to conform to the description and quality aforesaid or have deteriorated and the decision of the purchaser. In that behalf is final and conclusive, the purchaser will be entitled to reject the said stores or such part thereof as may be discovered not to conform to the said description and quality. Losses due to premature deterioration due to biological and other activities during life potency will be made good and supplied by the firm at its own cost at consignee's site.

On such rejection, the stores will be at the seller's risk and all provisions herein contained relating to the rejection of stores shall apply. The Contractor/Seller shall if so called upon to do so by the purchaser in writing, replace the stores free of cost at the ultimate destination within a period of forty five days or such further period as may be extended from time to time by the purchaser at his discretion, on application made there under by the contractor/Seller after the stores or such portion of the stores thereof as is rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the stores replaced from the date of the replacement thereof otherwise the contractor/seller shall pay to the purchaser such damage as may arise by reason of the breach of the conditions. Nothing herein contained shall prejudice any other rights of the purchaser in that behalf under this contract or otherwise".

PO No. & Date	Nomenclature & Specification	Batch No.	DOM & DOE	Qty. of each batch	Remarks

If the supply, having been notified fails to replace within the period specified above, the purchaser may proceed to take such remedial action as may necessary at the suppliers' risk and expense and without project to other rights which the purchaser may have against the supply under the contract.

Signature

Name & Designation

Company's Seal

Date

Packing certificate

A) PACKING**1. PACKING FOR TABLETS AND CAPSULES.,****(a) INITIAL PACKING**

- (i) Unless otherwise specified in Purchase Order. Tablets/ Capsules are required to be packed in standard Aluminum /Aluminum Blister. The aluminum strip should be of thickness not less than 0.03mm. The packing material should have compatibility with the tablet, capsules. The manufacturer will submit a self certificate with each consignment specifying thickness of Aluminum Foil.
- (ii) Blister /Aluminum strip pack of not more than 140 tabs /caps should be packed in thick cardboard box so that container should provide adequate protection to the drugs. However, manufacturers of items having market packs more than 140 tablets per carton may submit their specifications and proper justification in support of their bigger packing for consideration before supply is made to the consignee Depots.

(a) FINAL PACKING.

Final packing shall be done in corrugated fiber Board boxes confirming to IS: 2771 (part-I):1990 suitably cushioned lined and strong enough to bear Rail/Road transit hazards. The supplier should furnish a self certificate with each consignment to the effect that packing material is confirming to IS: 2771 (part-I):1990.

2. PACKING FOR BOTTLES.

Bottles should confirm the container/content compatibility test.

(a) INITIAL PACKING.

Initial packing shall be done in single well corrugated fibre board boxes weighing not more than 10 KG confirming to IS2771 (Part-I) 1990 suitably nested and strong enough to bear the Rail/Road Transit Hazards.

(b) FINAL PACKING.

Final packing shall be done in 7-ply corrugated fiber Board Boxes weighing not more than 20 Kgs conforming to IS/2771/Part-I: 1990 suitable Cushioned lined and strong enough to bear the Rail/Road Transit Hazards. The supplier should furnish a self certificate with each consignment to the effect that packing material is confirming to IS: 2771 (part-I):1990

3. PACKING FOR INJECTION

Vial/Ampoules should confirm the container/content compatibility test.

(a) INITIAL PACKING

In neutral plain glass ampoule/ vial confirming to IS:1984 (Part-I) 1971 for relevant capacity provided with rubber stopper and pilfer proof metallic seal(in case of vials) and enclosed in strong card board carton and 25/50 vials/ampoules enclosed in well cushioned nested card board carton.

(b) FINAL PACKING

Final packing shall be done in corrugated fiber board boxes confirming to IS: 2771(Part4):1990 suitable Cushing and liner and strong enough to bear the Rail/Road transit hazards. The supplier should furnish a self certificate with each consignment to the effect that packing material is confirming to IS: 2771 (part-I):1990.

4. PACKING INSTRUCTION FOR IV FLUIDS

(a) INITIAL PACKING

PVC bottles should confirm the container/content compatibility test for the contents of the container and should be manufactured by Form Fill Seal (FFS) Technology of relevant capacity as indicated in the product list.

(b) FINAL PACKING

Final packing shall be done in corrugated fiber cardboard carton (7ply only) confirming to IS: 2771 (Part-I):1990 duly nested containing not more than 25 bottles. The supplier should furnish a self certificate with each consignment to the effect that packing material is confirming to IS: 2771 (partI):1990

5. Packing of each drug item should be strictly according to the requirements specified in the list of each category of drugs and or as indicated in the Tender enquiry in detail.
6. The package will indicate the name of the manufacturer, the date of manufacture, date of expiry and the batch no.
7. Labelling and packing shall be as per the provisions contained in the Drugs and Cosmetics Rules 1945 as amended up-to-date, other particulars of labelling, if any, prescribed by the Direct Demanding Officer in his purchase order should be complied with.
8. 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, sunlight and humidity during transit and storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the Goods' final destination. All primary packaging containers, which come in contact with the pharmaceuticals or drug content, shall strictly conform to the specifications in the relevant pharmacopoeia to protect the quality and integrity of the goods.
9. Packing not in terms of the requirement shall be summarily rejected.

File No

Date

Fall Clause

The Sourcing Division
HLL Lifecare Limited
HLL Bhavan, Poojappura P.O
Trivandrum - 695012, Kerala

Purchase Order No.....Dated

If any subsequent date after submission of the quotation or placing of a supply order, the manufacturer (the term manufacturer will also include his authorised distributor/agent) reduces the sale price of such stores “ In case there is a fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. the manufacturer will have to reduce the price proportionately ” or sells or offers to sell such stores to any other party at a price lowest than the price charged/chargeable against the supply order placed by HLL Lifecare Limited, the manufacturer (including his authorised distributor/agent as aforesaid in case the quotation is submitted by them and the supply is also effected by them) Will forth-with notify such reduction in sale price to the officer-in-charge of the HLL Lifecare Limited and the price payable for the stores to be supplied against the supply order after the date of such reduction in sale price coming into force, shall stand correspondingly reduced.

Signature

Name & Designation

Date

Company's Seal

9. Instruction To Bidders (ITB) – LABELLING, Point No.19, Page no. 14

FOR

The labels on inner most packing and outer container will be marked as 'Central Govt Supply NOT FOR SALE' clearly visible manner. The manufacturer / distributor should thoroughly check and satisfy themselves that all the terms and conditions are fulfilled before stamping the products 'Central Govt supply NOT FOR SALE'.

"MRP inclusive of all taxes" is to be printed on each unit/label.

MAY BE READ US

The marking 'Central Govt Supply NOT FOR SALE' shall be clearly printed in a visible manner on the packaging of the product i.e. on blister pack, baby carton, display carton and master carton. The manufacturer / distributor should thoroughly check and satisfy themselves that all the terms and conditions are fulfilled before stamping the products 'Central Govt supply NOT FOR SALE'.

The marking on products will be required for those products having the order quantity of atleast one batch size. However waiver for stamping for full batch size quantity as well as for partial batch size quantity can be given on a case to case basis subject to waiver being obtained from the concerned Govt. institutions.

"MRP inclusive of all taxes" is to be printed on each unit/label.

10. Instruction To Bidders (ITB) – Barcoding, Point No.20, Page no. 15

FOR

All the items should have barcode on primary, secondary & tertiary level as per the specification mentioned on <http://mohfw.nic.in/gsl> barcode&User manuals.htm.

MAY BE READ US

All the items should have barcode on primary, secondary & tertiary level. The Details of barcoding will be mentioned in the purchase order. However waiver for barcoding can be given on a case to case basis subject to waiver being obtained from the concerned Govt. Institutions.

All relevant clauses of the tender document are to be read in accordance with the above change and documents to be submitted are to be in compliance of the above. All other specifications, terms and conditions of the original tender document shall remain unchanged.

Senior Manager
Sourcing Division - RBD
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram.
Ph.no: 0471 2353932.