

# **E-TENDER DOCUMENT**

**FOR**

**Supply of Pharmaceutical and Surgical products for  
onward supplies to foreign country**

**Tender No: HLL/SD/RBD/2019-20/TENDER/14 Dt:26.02.2020**

**e-Tendering**



**SOURCING DIVISION**

**HLL Lifecare Limited**

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2355426

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**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
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Phn: 0471- 2354949, 2775588

**NOTICE INVITING TENDER (NIT)**

**IFB No:** HLL/SD/RBD/2019-20/TENDER/14

**26.02.2020**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent and experienced parties who are capable of executing the following item/work meeting the requirements as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	Supply of Pharmaceutical and Surgical products for onward supplies to foreign country
2	Location of Delivery/Work	HLL Depot at Chandigarh, UT
3	Estimated Cost of the Item/Work	Rs. 3 Crore
4	Brief description of Item/Work	Supply of medicines <b>(generic/branded generic/branded) and surgical products.</b>
5	Bid Security/EMD	<b>Rs. 5 lakh</b>
6	Bid submission fee/Tender fee	<b>Rs 5,000/- (including applicable taxes)</b>
7	Period of completion	30 days from the date of Letter of Intent /Notification of Award/ Purchase order
8	Price Validity	180 days from the date of opening of Price bid
9	Eligibility criteria for Bidders	As per Tender document
10	<b>Closing date &amp; time for submission of Tender processing fee &amp; EMD in physical form*</b>	<b>09-03-2020 at 17:00 hrs</b>
11	Last date and time for online submission of online bids	<b>11-03-2020 at 15:00 hrs</b>
12	Date and time of opening of e-tender	<b>12-03-2020 at 15:00 hrs</b>
13	Address for submission of Tender fee & EMD in Physical form	Senior Manager (SD-RBD) Sourcing Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram - 695012

**\*Bidders have to submit Original Bank Instruments for Tender fee & EMD within the above mentioned date and time**

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
  - 9.1 Registration
    - a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/e procure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
    - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
    - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

## **9.2 Searching for Tender Documents**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

## **9.3 Preparation of Bid**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/e procure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:  
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority  
Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

**Senior Manager (SD-RBD)  
Sourcing Division**

**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012,**  
**Kerala, India**  
**Tel: +91 4712353932, 2354949, 2350959, 2350961,**  
**Email – [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com)**

15. The bids shall be opened online at the **Office of the Senior Manager (SD-RBD)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Senior Manager (SD-RBD) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

#### **18. Online Tender Process:**

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocare/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocare/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

## 19. Tender Processing Fees and Bid Security (EMD):

**Tender processing fee of Rs. 5,000 (Rupees Five Thousand Only) should be** drawn in favor of HLL Lifecare Ltd, payable at Trivandrum is to submitted in physical form.

EMD of **Rs.5,00,000.00 (Rupees Five Lakhs 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.

Bidders are requested to submit the Tender processing fee and EMD in physical form on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

Documentary proof of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit , black listing etc., as deemed fit by HLL Lifecare Limited.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

## 26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) along with tender document fees and EMD.

**Note:- It is necessary to click on “Freeze bid” link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

**SENIOR MANAGER (SD-RBD)**



## **INSTRUCTIONS TO THE BIDDERS (ITB)**

### **1. SCOPE OF THE BID**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/Manufacturers for;

- a) **Supply of Pharmaceutical products (generic/branded generic/branded) as per the items mentioned in Annexure 4**
- b) **These supplies are for onward supplies to foreign country as per orders/advices from different Departments of Govt. of India.**
- c) **The products offered in the tender must be only manufactured in INDIA and relevant manufacturing licenses along with product list to be submitted.**
- d) **All the Dry Powder and Liquid Injectables are to be manufactured as per USP /BP standards.**
- e) **Suppliers must ensure strict compliance to all statutory regulations and quality standards. Packing specifications as detailed in Annexure – 5.**

### **2. ELIGIBLE BIDDERS**

2.1 A Bidder should have following eligibility criteria to submit bids against this tender.

2.1.1 **Original Manufacturers having a minimum average annual turnover of Rs.15 Crores (Rupees Fifteen Crores only) during the last three years i.e. 2016-2017, 2017-18 and 2018-2019 (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., 2016- 2017, 2017-18 and 2018-2019 (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**

2.1.2 **For Drugs/Medicines, the manufacturer should hold a valid WHO-GMP Certificate (WHO- Good Manufacturing Practices) issued by Central / State Drug Control Authorities in respect of the production units and the products quoted. If the offered products are manufactured from more than one unit, all the units shall be WHO-GMP certified.**

2.1.3. **For surgical products, should have valid CE certification issued by licensing Authorities.**

2.1.4 **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.**

2.1.5. **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.**

2.2 **A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.**

### 3. COST OF BIDDING

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted as physical form to the address mentioned in the NIT

### 4. Getting information from web portal

- 4.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 4.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 4.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

### 5. Bidding Documents

#### 5.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
  - b. Instructions to Bidders
  - c. General and special Conditions of Contract
  - d. Annexures to Bid
  - e. Product List
- 5.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 5.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

#### 6.2 Clarification of Bidding Documents

- 6.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

6.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

### **7.3 Amendment to bidding documents**

7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

7.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

7.3.3. If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

## **Preparation of Bids**

### **8.1 Language of the Bid**

8.1.1. All documents relating to the bid shall be in the English language.

### **8.2. Documents to be submitted along with the Technical Bid**

8.2.1. The online bid submitted by the bidder shall comprise the following:

- I. Self Declaration as per Annexure 1
- II. Bid form as per Annexure-2
- III. 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.
- IV. For Drugs/Medicines Copy of WHO GMP certificate with the list of products in accordance with WHO recommendations issued by central / state drug control authorities (Self attested Copy).
- V. For Surgical items, copy of CE certification issued from a licencing authority.
- VI. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- VII. Copy of GST Certificate (self attested copy)
- VIII. Copy of Non Conviction certificate issued by state drug controller.
- IX. Copy of Permanent Account Number (Self-attested Copy)
- X. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self-attested Copy).
- XI. Under taking letter for replacement of complaint/defective goods as per Annexure-3
- XII. Authorization letter from manufacturer (Original) must be submitted as per Annexure 8.
- XIII. List of all quoted products offered to HLL as per Annexure 9.
- XIV. Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.15 Crores (Rupees Fifteen Crores only) during the last three years i.e. 2016-2017, 2017-18 and 2018-2019(original/ provisional). In case of Authorized agents they must submit the

documentary proof for minimum average turnover in the last three years i.e., 2016-2017, 2017-18 and 2018-2019 (original / provisional) is Rs. 1 crore (Rupees One crore only).

- XV. Annexure 11 - 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.”
- XVI. Annexure 12 - Indemnity Certificate
- XVII. Signed and sealed tender document along with amendments, if any.

Note: If any of the above document are not applicable for eligible bidders then they shall attach a “NOT APPLICABLE “ statement mentioning the justification for the same.

- 8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

### 8.3. Bid Prices

- 8.3.1. The Bidder shall bid as described in the Bill of Quantities.
- 8.3.2. The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc.
- 8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.
- 8.3.7. 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.
- 8.3.8. 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 item.

### 8.4. Currencies of Bid and Payment

- 8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

## 9. Submission of Bids

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/e procure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

- 9.1 The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

### a) Envelope - I (Tender Fee and EMD):

**Scanned copy of Tender fee (Demand Draft - Non-refundable) and EMD (Demand Draft/Bank Guarantee) as per the tender conditions shall be uploaded while submitting the**

**bids online. The Eligible bidders who are exempted from paying Tender fee and EMD shall upload their valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. in the relevant envelopes.**

The physical form of tender fee and EMD must be submitted on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. 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. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

**b) Envelope - II (Technical bid):**

Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in **Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 8.2.1-**

**c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal.**

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

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

- (i) The Unit basic price of the product including freight Charges for inland transportation to HLL Depot Chandigarh.
- (ii) GST as applicable in percentage and amount.
- (iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation.
- (iv) Prices shall be quoted in Indian Rupees.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
- b) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.

2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting

Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.

3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

## **10. Deadline for Submission of the Bids**

- 10.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

- 10.2 Modification, Resubmission and Withdrawal of Bids

- 10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

- 10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- 10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

## **11. Deadline for Submission of the Bids**

- 11.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

- 11.2 Modification, Resubmission and Withdrawal of Bids

- 11.3 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

- 11.4 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- 11.5 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

## **12. Bid Opening and Evaluation**

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorised representative in the presence of bidders or their designated representatives who choose to attend.

### 13.1 Bid Opening Process

13.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

a) Envelope - I: Envelope-I Opening date shall be mentioned in NIT. (Envelop – I shall contain scanned copy of Tender Fees and EMD)

d) Envelope -II: Envelop-II opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

c) Envelope -III: The technically qualified bidders, financial bids shall be opened as per Eligibility Criteria. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

13.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

### 13.2. Confidentiality

13.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

13.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

### 13.3 Clarification of Bids

13.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

13.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

### 14.4. Examination of Bids, and Determination of Responsiveness

14.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

14.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;

or

- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

14.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

14.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

14.4.6. Single tender shall not be opened in the first tender call.

#### **14.5. Negotiation on Bids**

14.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

#### **15 Bid Validity**

15.1 Bids shall remain valid for the period of **180 (One Hundred and Eighty)** days from the date of opening of the price bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non responsive.

15.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

#### **16. Statutory exemptions:**

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

#### **17.1 Bid Security (EMD)**

17.1. The Bidder shall furnish, as part of this Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall submit the EMD in physical form on or before the due date as mentioned in the NIT. The bidders who failed to submit the



tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

- 17.2. Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- 17.3. The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 17.4. The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI / Work order.
- 17.5 SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.
- 17.6. The Bid Security may be forfeited:
- (a) If a Bidder:
    - (i) Changes its offer/bid during the period of bid validity or during the validity of the contract.
    - (ii) 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.
- 17.8 The Bid Security deposited will not carry any interest.

## **18. Tender processing fee**

- 18.1 For e-tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee by way of Demand Draft as mentioned in the e-tender and the physical form should be sent to the address mentioned in the tender document before the submission date.
- 18.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as non-responsive.
- 18.3 Tender Fee remitted shall not be refunded.

## **19. Alterations and additions**

- 19.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 19.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

## **20. INDEMNIFICATION CLAUSE**

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

## **21. SECURITY DEPOSIT**

21.1 Within 7 days of the receipt of notification of award from the purchaser/owner; the successful Bidder shall furnish the security deposit in the form of a Demand Draft or Bank Guarantee in the security deposit form to be sent along with the Notification of Award.

21.2 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.

21.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the purchaser/owner may make the award to the next lowest evaluated bidder or call for new bids.

## **22. PERFORMANCE BANK GUARANTEE**

22.1 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.

22.2 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.

## **23. Forfeiture of Security Deposit:**

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

## **24. PAYMENT TERMS**

### **25.1 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.

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

25.3 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.

## **26. Delivery Terms**

Goods must be delivered within 30 days of issue Notification of Award /Letter of Intent / Purchase order by HLL.

## **27. DELAY IN DELIVERY OF GOODS**

27.1 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.

27.2 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.

27.3 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.

27.4 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.

## **28. 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

### **29. 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.

### **30. Inspection And Tests**

- 30.1 The Bidder must submit a in-house Certificate of Analysis for every batch of drug being supplied along with other documents as called for in this tender. Additionally the bidder has to submit the Certificate of Analysis from any of the recognized Govt. approved NABL accredited lab for every batch of drugs being supplied.
- 30.2 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

### **31. 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

### **32. 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.

### **33. 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.

### **34. 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.

### **35. 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.

### **36. FORCE MAJEURE**

36.1 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.

36.2 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.

### **37. 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.

### **38.1 .Documents establishing goods conformity to bidding documents**

38.1.1 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.

38.1.2 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.
- 38.1.3 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.

### **39. 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

### **40. 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.

### **41. 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.

### **42. 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

#### **43. EVALUATION AND COMPARISON OF BIDS**

- 43.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 43.2 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.
- 43.3 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.
- 43.4 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 item.

#### **44. 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.

#### **45. 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.

#### **46. 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.
47. The final quantities mentioned in Annexure 4 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

#### **48. GOVERNING LANGUAGE**

- 48.1 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.

#### **49. AWARD CRITERIA**

- 49.1 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.

#### **50. 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.

#### **51. 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.

#### **52. 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

### **53. 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.

### **54. MRP should not be printed in any package**

### **55. Corrupt or Fraudulent Practices**

55.1 The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

55.2 The Purchaser will reject the proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **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 Intent/ 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.

### **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.

**SELF - DECLARATION**

**Tender: Supply of Pharmaceutical and Surgical products for onward supplies to foreign country**  
**Tender No. HLL/SD/RBD/2019-20/TENDER/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**

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:

**BID FORM**

**Annexure-2**

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,

**Tender: Supply of Pharmaceutical and Surgical products for onward supplies to foreign country**  
**Tender No. HLL/SD/RBD/2019-20/TENDER/14**

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-3**

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

**Tender: Supply of Pharmaceutical and Surgical products for onward supplies to foreign country**

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

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 30 days.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation and Common Seal \_\_\_\_\_  
Station \_\_\_\_\_  
Date \_\_\_\_\_



**Annexure-4**

**Product List**

<b>S.No</b>	<b>COMPOSITION</b>	<b>Indicative Quantity Proposed to be Procured (Tablets / capsules)</b>
1	InjCeftazidime 1gm	162
2	SypAmoxicilline 200mg +Clavulanic Acid 28.5mg/ 5 ml, 30ml bottle	105
3	Tab Tinidazol 500mg	5330
4	Bacitracin 400u, Hydrocortisone 10mg, Neomycin sulphate 3400u, Polymyxin B sulphate 5000u,/1g, 5gram Oint	342
5	Tab Norfloxacin 400mg	24200
6	Beclomethasone 0.25%, Clotrimazole 1%, Chlormphenicol 5%, Lignocaine 2%. 5ml Ear Drops	825
7	Tab Lornoxicam 8mg + Paracetamol 500mg	5251
8	Inj Dexamethasone 4mg/ml, 2ml vial	1430
9	Oint. Permethrin	118
10	Tab Bisacodyl 5mg	23100
11	Inj Gentamycin 80 mg/2ml	1100
12	OintFucidic acid 2%mg/gm, 15gm	1260
13	Oint Heparin sod + Benzyl Nicotinate 2mg/2gm 20gm	195
14	Povidone Iodine gargle 2%w/v 100ml	330
15	SypDextromethorfan 10mg + Phenylpropanolamine 12.5mg/ 5ml, 60ml Paediatric Cough Syrup	440
16	Magnesium Hydroxide (Milk of Magnesia)185mg, Aluminium Hydroxide 830mg, Sodium Carboxy Methyl Cellulose 100mg, Simethicone 50mg/10ml, 100 ml Antacid Liquid	6050
17	Syp Disodium Hydrogen Citrate (1.43 gm/5ml) Urinary Alkalizer 100ml	4400
18	Silver Sulfadiazine 1%w/w 500gm JAR	30
19	Tab Norethisterone 5mg	55000
20	Milk of Magnesia 11.205mg, Liq Paraffin 3.75 mg/15 ml, 170 ml Suspension Bottle	4030
21	DiclofenacDiethylamine Sod. Gel+ Methyl salicylate + Mephenesin+Linseed oil+ Capsaicin- 0.025% w/w, 30gm	24200
22	Ringer Lactate 500ml Infusion	1760
23	Normal Saline 500ml Infusion	1351
24	Dextrose 5% 500ml Infusion	1430
25	DNS 500ml Infusion	1760
26	Moxifloxacin Eye drop	800
27	InjDiclofenac Sod 25mg/ml, 3ml	5940
28	Tab calcium carbonate 1250mg, vitamin D3 250IU.	85605
29	Gentamycin Sulphate 0.3%w/v, 5ml Eye Drops	2722
30	Tab Ibuprofen 400mg	55000

31	Tab Antacid -Chewable Tab: Aluminium hydroxide 300mg, Magnesium Aluminium Silicate 50mg, Magnesium Hydroxide 25mg, Simethicone 25mg	29860
32	Ciprofloxacin Infusion 200ml, 2mg/ml	1000
33	Cap Amoxicilline-500 mg	308000
34	InjCefotaxime 1gm	1100
35	InjPiperacillin + Tezobactam 4.5gm with diluent	550
36	Tab Diclofenac 50mg	242000
37	Tab Azithromycin 500mg	61697
38	Tab Voglibose(0.3mg)	7000
39	Folic Acid (Vit B9) 0.5mg, Cyanocobalamin 7.5mcg, Ferric Ammonium Citrate 160 mg/10ml syrup (200ml)	7000
40	Budesonide 1 mg Respules	2420
41	Tab. Cefpodoxime 200mg + Clavulanic Acid 125mg	24750
42	Oxymetazoline 0.1% 10ml vial Nasal Drops	3630
43	Tab Vildagliptin 50mg	500
44	Tab Prednisolone 5mg	16438
45	ChlorhexidineGluconate 0.2% Medicated Mouthwash 0.2%w/v 150ml Bottle	466
46	Cetrimide 0.6% w/v, ChlorhexadineGluconate 0.3% v/v, 100ml Solution	285
47	Tab. Trihexiphenidyl 2 mg	550
48	Tab Spironolactone 25mg	495
49	Tab Sitagliptin 100mg	220
50	Oint. Betamethasone + Salicylic acid	550
51	OintClobetasol 0.05% + Miconazole 2%w/w Cream 15gm	2277
52	Beclomethasonedipropionate 0.025% w/w, Phenylephrine hydrochloride 0.1% w/w, Lidocaine hydrochloride 2.5% w/w. Oint 20gm (for piles/Haemorrhoids)	293
53	Choline salicylate 9% w/v, Benzalkonium chloride 0.02% w/v. 10gm Ointment	2750
54	Oint. Betamethasone + Neomycin	550
55	Oint Betamethasone 0.1% w/w 20gm	2860
56	SypTerbutalinesulf. 1.25mg, Guaifensin 50mg, Bromhexine 4mg, Menthol 2.5mg/5ml, Syrup 100ml	34481
57	SypDextrometharphanBhr 5mg, Chloropheniramine maleate 2.5mg, Guaifenesin 50mg, Ammonium chloride 60mg/5ml, 100ml Syrup	10890
58	Silver Sulfadiazine 1% + ChlorhexidineGluconate 0.25% 25gm Tube	605
59	Tab Omeprazole 20mg	60635
60	Tab Toremide 10 mg	581
61	Tab Ursodeoxycholic Acid 300mg	1713
62	Tab Tranexamic Acid 500mg + Mefenamic Acid 250mg	6600
63	Jelly Lignocaine 2% 30gm	128
64	INJ Phenytoin 100mg	10
65	Clotrimazole Dusting Powder Topical Powder 75gm, 1 %	372
66	Tab Lactic Acid Bacillus 60 million spore	35200
67	Tab Phenytoin 100mg	500
68	Tab Thyroxine Sodium 100mcg (Pkt of 100)	60
69	Tab Thyroxine Sodium 50mcg (Pkt of 100)	60

70	Diclofenac Diethyl Ammonium 1 % Gel 30 gm	49500
71	Powder ORS : Sodium chloride 2.6g, Potassium chloride 1.5g, Sodium citrate 2.9g, Anhydrous Dextrose 13.5g/21.8g. Oral Rehydration Salt Powder	42000
72	Cream Clotrimazole 1%w/v + Beclometasone 0.025%w/v Cream 15gm	5500
73	OintMiconazole 2% Ointment 15gram	6903
74	Tab Paracetamol 500mg	443300
75	Normal Saline (Sodium Chloride) 20ml vial Spray	2000
76	InjLidocaine 2% 30ml	205
77	OintPovidone Iodine 5% 15gm	2750
78	Liquid ORS : Sodium Chloride 250mg, Potassium Chloride 300mg, Anhydrous Dextrose 5.4gm, Sodium Citrate 580mg 200ml Solution, ORS Liquid (200 ml)	7040
79	Papain 60mg,Fungal Diastase 100mg, Activated Charcoal 75mg, Digestive Enzymes Cap	3878
80	Tab Etoricoxib 90mg	72574
81	Tab Vit B 12-15 mcg, Vit B1-10 mg, Vit B2-10 mg, Vit B6-3 mg, Calcium Pantothenate-25 mg Nicotinamide-50 mg, 83Vit C-150 mg (film Coated tablet)	193534
82	Cap Ampicilline-250 mg+ Cloxacilline 250mg+ Lactic Acid Bacilla	363000
83	Cap Cephalexine 500mg	44770
84	Calamine 8%w/v, Diphenhydramine hydrochloride 1%w/v, Camphor 0.1%w/v. 100ml Lotion	933
85	Inj. Ampicillin 250mg + Cloxacillin 250mg	53
86	Tab Fexofenadine 120mg	8800
87	Powder Povidine Iodine 5% 10gm	220
88	OintFluocinolone 0.01% + Miconazole 2% Cream 15gm	385
89	Tab Serratiopeptidase 10mg	23871
90	Inj. Dextrose 25%	402
91	Inj Vitamin K	450
92	INJ.ADRENALINE 1MG/ML	1100
93	Inj Sodium Bicarbonate 8.4%w/v, 25ml	128
94	Tab vitamin D3 400IU Elemental Calcium 125mg. (Chewable only)	8811
95	Tab Prochlorperazine 5mg MD	1424
96	InjAmiodarone 150mg/ml, 3 ml	72
97	Tab Dilittiazem 60mg SR	385
98	Inj Promethazine 25mg/ml, 2ml	429
99	Debridase ointment 15 gm	440
100	Lotion Beclometasone 0.025% + Clotrimazole 1%, Lotion 15 ml	1320
101	Inj Hydrocortisone Sod. Succinate 100mg with water for injection	660
102	Tab Cetrizine hydrochloride 10mg	264000
103	Tab Levocetrazine 5mg	122100
104	Tab Diclofenac 100mg SR	99861
105	Tab Diclofenac 50mg + Paracetamol 500mg	118800
106	Tab Dicyclomine 10mg + Mefanamic Acid 250mg	25930
107	Tab Linezolid 600 mg	6600
108	Inj Atropine 1ml (Atropine Sulphate 0.6mg)	461

109	InjMephentermine 30mg/ml, 10ml, vial	121
110	Tab Albendazole 400mg (Single Tab Pack)	1012
111	Tab Terbinafine 250mg	539
112	InjPheniramine maleate 22.75mg /1ml, 2ml	220
113	Tab Bisoprolol fumarate 5mg	3009
114	Tab Dicyclomine 10 mg plus paracetamol 500 mg	6600
115	Ketorolac Tromethamine 0.4%, 5ml Eye Drops	190
116	Tab Doxofylline 400mg	6600
117	Tab Glimepride 1mg	7674
118	Tab Fluconazole 150mg	4202
119	Inj.Etophyline 169.4+ Theophyllin 50.6 mg,	3300
120	Tab Cefuroxime Axetil 500 mg	1320
121	Tab Methylcobalamin 500 mcg	550
122	Tab Olanzapine 5mg Mouth Dissolving	660
123	Inj Meropenem 1gm with diluent	143
124	InjDicyclomine 10mg/ml, 2ml amp	605
125	Tab Losartan Potassium 50mg	4120
126	Oint Lignocaine 5% 20gm	220
127	Hydroxypropylmethyl Cellulose eye drop	150
128	Tab Hyoscine Butyl Bromide 10mg	13664
129	Liquid Paraffin Solution-500 ml	33
130	InjHyoscine butyl bromide 20 mg, 1 ml	409
131	Tab Furosemide 20mg + Spironolactone 50mg	300
132	Tab Acetylcysteine 400 mg	550
133	Tab Folic Acid 5mg	5940
134	Tab Ethamsylate 500mg	15070
135	Tab Glimepride 2mg	18800
136	Inj. Ceftriaxone Sodium 1gm with water for injection	3630
137	Inj Pantoprazole 40mg	3573
138	Tab Chlorzoxazone 500mg + Diclofenac 50mg + Paracetamol 500mg	236500
139	Cap Vitamin E 400mg	25630
140	Sucralfate liquid 1gm/5ml 100ml Suspension Bottle	880
141	Tab Diclofenac 50mg + Serratiopeptidase 10mg	110654
142	Tab Metformin 500mg	37332
143	Tab Rosuvastatin 10mg	85
144	Tab Propranolol 40mg	677
145	Tab. Cefpodoxime 200mg	4706
146	Menthol 5% w/w, Methyl Salicylate 10 %, DiclofenacDiethylammonium 1.16 %, Linseed Oil 3 %, Pain killer spray 78.6 ml	1154
147	InjAmoxicylline 1gm + Calvulanic Acid 200mg	1059
148	Tab Alprazolam 0.25mg	2750
149	Tab Ranitidine 150mg	180729
150	InjParacetamol 125/ml 2ml	1870

151	Zn Suphate 61.8mg, Vit B1, Monoitrate 10mg, VitB2 10mg, Vit B6 2mg, Vit B 12 5mg, Nicothinamide50mg, Cal. Pantothenate 12.5 mg, Vit E Acitrate 15mg, Vit C 150mg Cap	5060
152	RANITIDINE HCL 50 MG/ 2ML	7564
153	Tab Cinnarizine 25mg	1381
154	Tab Roxithromycine 150mg	28600
155	Tab Glibenclamide 5mg + Metformin 500mg	2628
156	Pseudoephedrine hydrochloride 30mg, Diphenhydramine Hcl 15mg, Ammoniumchloride 150mg, Sodium citrate 80mg/5 ml, 100ml Syrup	59129
157	Tab Domperidon 10mg DT	37260
158	Tab Etofyline 77mg + Tab Theophylline 23mg (100mg)	11000
159	Tab Etofyline 231mg + Tab Theophylline 69mg (300mg)	17600
160	Tab Atenolol 25mg	11178
161	Cream Clotrimazole 1%w/w Cream 15gm	3823
162	InjEthamsylate 125mg/ml, 2ml amp	495
163	Tab Lisinopril 5mg	1000
164	Suspension Paracetamol 125mg/ 5ml 60ml bottle	220
165	Tab Ibuprofen 400mg + Paracetamol 500mg	242000
166	Ciprofloxacin 3mg, 5ml Eye/Ear Drops	4000
167	Tab Pantoprazole 40mg	238150
168	Tab Amoxicilline 500mg + Pot.Clavulanate 125mg	64075
169	Tab Ofloxacin 200mg + Ornidazole 500mg	40810
170	Sodium Carboxy Methyl Cellulose 0.5% 10ml Eye Drops	600
171	Tab Telmisartan 40mg	17148
172	Syp Salbutamol 2mg/5ml, 100ml	3850
173	InjOndansetron 4mg/ml, 2ml	3960
174	Salbutamol Inhaler 100mcg, 200 MDI	440
175	Levofloxacin Infusion 500mg/100 ml	165
176	Plastic Inhalation Rotahalers for Rotacaps	440
177	Tab Levofloxacin 500mg	37400
178	Tab Pregabalin 75mg	3000
179	Tab Cefixime 200 mg	12512
180	Tab Montelukast 10mg	34650
181	Tab Ciprofloxacin 500mg + Tinidazole 600mg	32776
182	OintMupirocin 2% Oint 5gm	660
183	Tab Glimepride 2mg + Metformin 500mg SR + Pioglitazone 15mg	6109
184	Tab Amlodipin 5mg + Atenolol 50mg	1043
185	Tab. Clonazepam 0.25 mg	1100
186	Tab Ondansetron 4mg	16323
187	InjAmikacin 500 mg/2ml	1023
188	Tab Montelukast + Levocetirizine 5mg	25305
189	Tab Amlodipine 5mg	20964
190	Tab Clopidogrel 300mg	660

191	Tab Betahistine 24mg	6380
192	Beclometasonedipropionate 50mcg, Levosalbutamol 50mcg/1puff, 200MDI	42
193	Budesonide Aqueous 100mcg x 1puff x150md vial- 150 Metered Doses Nasal Spray	132
194	Fluticasone 0.5mg x 1puff x 100md Aqu Nasal Spray	69
195	Tab Ciprofloxacin 500mg	11000
196	Fluticasone + Salmeterol inhaler 250/25mcg	165
197	Tab Metoprolol Ext. Release Tablets 50mg	4100
198	Tab Alfuzocin 10mg	212
199	Tab Ofloxacin 200 mg	6050
200	Tab Amoxicilline 250mg Dispersable	879
201	Tab Trypsin Chymotrypsin 100000units	2303
202	Cap Natural Micronised Progesterone 100mg	660
203	Tab Acyclovir 400mg	660
204	Tab Ramipril 2.5mg	2640
205	Cap tamsulocin 0.4 mg	9760
206	Tab Sodium Valproate 200mg	440
207	Acyclovir Skin Cream 5%, 5gm	63
208	Acyclovir Eye Oint 3%, 5gm	44
209	FormoterolFumerate 6mcg + Budesonide100mcg Rotacaps	220
210	Salbutamol 200mcg Rotacaps	231
211	Salmeterol 50mcg, Fluticasone propionate 250mcg Rotacaps	165
212	SypCefpodoxime 50mg/5ml, 60 ml bottle	63
213	OintFramycetinesulphate 1% (20g Tube)	440
214	Syp Cephalixin 250mg/5ml, 60ml bottle	100
215	InjCefepime 1gm + Tazobactum 125mg with diluent	556
216	Phenylephrine Hydrochloride 0.12% w/v, Naphazoline Hydrochloride 0.05% w/v, Menthol 0.005% w/v, Camphor 0.01% w/v. 10ml Eye Drops	600
217	Tab Haloperidol 1.5mg	600
218	2,4-Dichlorobenzyl alcohol 1.2mg, Amylmetacresol 0.6mg, Levomenthol Lozenges	17913
219	Tab Liver protectant Enzymes (capparisspinosa 65mg, Cichoriumintybus 65mg, Mandurbhasma 33mg, Solanumnigrum 32mg, Terminaliaarjuna 32mg, Cassia occidentalis16mg, Achilleamillefolium 16mg, Tamarixgallica 16mg.)	3410
220	Tab Aceclofenac 100mg	69630
221	Tab Clarithromycin 500mg	275
222	Tab Betamethasone 0.5mg	22000
223	Inj Haloperidol 5mg/ml	50
224	Clotrimazole 100mg + Clindamycin 100mg Vaginal Suppository	66
225	Lotion Clotrimazole 1% + Selenium disulfide 2.5% Topical Suspension 60ml	55
226	Tab Betahistine 16mg	11546
227	Tab Metronidazole 400mg	40000
228	Inj Normal Saline 100 ml 0.9%	1100
229	Tab Promethazine 25mg	828

230	Tab Carbamazepine 200mg	1100
231	Sodium Hypochloride Sol- 500 ml	9
232	InjHeparine 1000IU/ml, 5ml vial	55
233	Tab IsosorbideMononitrate 5mg	7425
234	Tab IsosorbideMononitrate 10mg	2777
235	Tab Pheniramine Maleate 25mg	91300
236	Tab Frusemide 40 mg	7700
237	Tab Escitalopram 10mg	660
238	Oint Heparin sodium 100IU, Framycetinsulphate 10mg, Hydrocortisone acetate 5.58mg, Esculoside 10mg, Ethylaminobenzoate 10mg, Butyl aminobenzoate 10mg/1g, 20gm Tubes (For Piles/Haemorrhoids)	193
239	Tab Salbutamol 4mg	39336
240	Menthol 1.5mg, Sodium Citrate 60mg, Diphenhydramine 10mg, Ammonium Chloride 100mg/5ml, 100ml Syrup	49134
241	Sodium Phosphate Enema (Adult )	50
242	Tab. Isoxsuprine HCL 5 mg	100
243	Back Rest	10
244	Lyse for CBC Analyzer BC-2800 Midray	12
245	Rinse for CBC Analyzer BC-2800 Midray , 20 LITRE	12
246	Diluent for CBC Analyzer BC-2800 Midray 20 LITRE	12
247	E-Z Probe Cleaner for CBC Analyzer BC-2800 Midray	12
248	AUTO Pipettes 5-50ul	5
249	AUTO Pipettes 50-100 ul	5
250	AUTO Pipettes 100 - 1000 ul	5
251	Disposable Test Tubes for biochemistry ( 5 ml)	55000
252	Disposable Urine containers (20 ml)	4400
253	Uri strips (2 Parameter ) Alb/Sug Pack of 100 Strips. ( box)	11
254	Cover slips ( 18 mm x 18 mm ) Pkt of 450 pcs	88
255	Lancets 50 pcs box	77
256	Drabkin Solution 5 litre	7
257	Leishman's Stain 500 ml	3
258	Micro tips Universal Yellow tips - 200 ul ( pkt of 1000)	55
259	Glucostrips ( Pkt Of 50 pcs ) with Glucometers (60 Nos ) of any brand suitable with strips ( <b>pkt of 50</b> )	1300
260	Refrigerator Thermometer	3
261	Pulse Oxymeter	50
262	Sterile Isopropyl Alcohol swabs disposable (1box*200 swabs )	275
263	Cotton Roll 500 mg	103
264	Cast Padding 6"	206
265	Cast Padding 4"	206
266	Tennis Brace	62
267	Ankle Belt	60
268	Gypsum Casts-Rolled Bandages 10cm*2.7mts	550

269	Hydrogen Per-Oxide	55
270	Mag Sulph Paste	206
271	Solution povidine Iodine for dressing 5% Bottle 100ml	220
272	Solution povidone Iodine 5% for dressing Bottle 500ml	66
273	ECG Jelly	55
274	Ultrasound Jelly	300
275	Adhesive strip dressing (Wash proof) 1*100 (water proof ) - long size	275
276	Micro pore/Permeable non-woven surgical synthetic adhesive tape 5 cm*9.1 M hypoallergenic	275
277	Endotracheal Tube cuffed size 7.5,	39
278	Endotracheal Tube cuffed size size , 8.0,	39
279	Endotracheal Tube cuffed size , 8.5	39
280	Latex Surgical Disposable sterile Gloves SIZE - 6.5" Pair	550
281	Latex Surgical Disposable sterile Gloves SIZE - 7.5" Pair	715
282	Intra Cath Cannula- 18	550
283	ECG Electrodes ( pkt of 50 )	33
284	Foley's catheter No 14 silicone	138
285	Foley's catheter No 16 silicone	125
286	Foley's catheter No 18 silicone	55
287	Suction catheter size ,12	220
288	Suction catheter size ,14	220
289	Bandage Cloth (Than)	220
290	Sterile Disposable Oxygen Mask (adult)	550
291	Sterile Disposable Nebulizer Mask (adult)	770
292	Endotracheal Tube cuffed size 9.0	30
293	I.V. Cannula G-22	1430
294	Intra Cath Cannula- 16	550
295	I.V. Cannula G-20	770
296	Nasogastric feeding Tube size 10, 12 & 14 (50 pcs each) - Ryle's Tube	220
297	Suction catheter size 10,	55
298	Intravenous Infusion Sets with 22G needle	10450
299	Autoclave bags for steam sterilization with indicator- 6 inch * 10.5 inch	55
300	Autoclave bags for steam sterilization with indicator- 10 * 12 inch	55
301	Autoclave bags for steam sterilization with indicator- 15* 18 inch size	55
302	Torches with Cells AA (Pencil)	28
303	Micro I.V Infusion Set	330
304	Crape Bandage B.P.10 cm*4m packed in plastic jar (Made of 100% cotton, Special Z & S knitting, Highly porous) with fast edges	1100
305	Crape Bandage B.P.15 cm*4m packed in plastic jar (Made of 100% cotton, Special Z & S knitting, Highly porous) with fast edges	1100
306	Disposable Syringe 3cc with needle 23 gauge	12100
307	Disposable Syringe 5cc with needle	20900
308	Disposable syringes 10cc	1100



309	Disposable Needle 26G	5500
310	Disposable Needle 23G	550
311	Insulin Syringe Microfine, shorter permanently attached needle, Gauge (27G x 5/8 in) 100IU	1100
312	I.V. Cannula G-24	165
313	Surgical Sterilised Gauge Pieces 7.5cm* 7.5cm .12ply (single piece pack)	4950
314	Bandage Cotton L.W. ISI 4metre long *2"(Doz)	94
315	Bandage Cotton L.W. ISI 4metre long *4"(Doz)	495
316	Bandage Cotton L.W. ISI 4metre long *6"(Doz)	440
317	Bandage Cotton L.W. ISI 4metre long *8"(Doz)	330
318	Disposable Needle 22G	1100
319	E. C. G. paper roll 20mtr*50mm	330
320	X-ray films 35*43 cm (14x17) Cassette compatible films (Blue base)	15
321	X-ray films 30*40 cm (12*15 inch) Cassette compatible films (Blue Base)	10
322	X-ray films 24*30 cm (10*12 inch) Cassette compatible films (Blue base)	10
323	Mackin tosh	100
324	X- Ray Fixer (Blue Base ) POWDER	4
325	X- Ray Developer ( Blue Base ) POWDER	4
326	Lead Apron for Radiographer	4
327	X-ray cassettes, size: 10x12 with intensifying screen	4
328	X-ray cassettes, size: 12x15 with intensifying screen	4
329	X-ray cassettes, size: 14x17 with intensifying screen	4
330	X-ray cassette 35*43 (of premium quality) (Blue base)	4
331	X-ray cassette 30*40 (of premium quality) (Blue base)	4
332	X-ray cassette 24*30 (of premium quality) (Blue base)	3
333	Lead PbXray film markers Right/Left (X-ray Lead Markers)	3
334	Sterile Adult Urine bags 2000ml	330
335	scissor straight	12
336	Inj. Iron FCM	40
337	SILK 2-0 SUTURE WITH NEEDLE HALF CIRCLE CUTTING NEEDLE (Pkt)	20
338	SURGICAL BLADE NO 11 ( BOX OF 100 )	10
339	SURGICAL BLADE NO 15 ( BOX OF 100 )	10
340	SURGICAL BLADE NO 22 ( BOX OF 100 )	20
341	HALF CIRCLE CUTTING NEEDLE	10
342	SILK 1-0 SUTURE WITH NEEDLE HALF CIRCLE CUTTING NEEDLE ( pkt)	20

## **ANNEXURE – 5 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 –5 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/ Cm<sup>2</sup>

### **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/Cm<sup>2</sup>

### **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/Cm<sup>2</sup>

**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/Cm<sup>2</sup>

(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/Cm<sup>2</sup>.

**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/Cm<sup>2</sup>

b. Amp : Note less than 9 Kg/Cm<sup>2</sup>

(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 – 5 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-6**

**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)

**Performance Bank Guarantee Format**

To: \_\_\_\_\_ (Name of Purchaser) **WHEREAS**  
\_\_\_\_\_ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in  
pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ to  
supply \_\_\_\_\_ (Description of Goods and Services) (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_

Address: \_\_\_\_\_

**Annexure-8**

**MANUFACTURER'S AUTHORIZATION FORM**

No. \_\_\_\_\_ Dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Bid Ref. No. \_\_\_\_\_

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

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

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

Your faithfully,

(Name )

for and on behalf of M/s \_\_\_\_\_

(Name of Manufacturers)

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

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



**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 <sup>rd</sup> Party	WHO GMP facility (Yes / No)	USP Standards – (in case of Dry powders & injectable)	Manufactured in India (yes / no)
1										
2										
3										
4										
5										
6										
7										

## Annexure 10

### 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) **xxxxxxxxxxxxxxxx**, 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 byxxxxxxxxxxxxxxxxon 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 “XXXXXXXXXXXXXXXXX.”
  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 xxxxxxxxxx for 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 xxxxxxxxxxxxxxxxxxxx for and on behalf of xxxxxxxxxxxxxxxxxxxx in the presence of witness:

1.

**Annexure 11**

**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 12**

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...