



**HLL LIFECARE LIMITED**

(A Government of India Enterprise)

KANAGALA

BELGAUM DIST. PIN – 591 225

KARNATAKA STATE

PH.NO: 08333-279239, 279244, 279207

FAX: 08333-279245

Website: [www.lifecarehll.com](http://www.lifecarehll.com)

**TENDER No. HLL: BGM: SOURCE: PHARMA  
PRODUCT: 2014-15 DT.27.07.2014**

**SHORT TERM RATE CONTRACT TENDER**

**FOR**

**“MANUFACTURING & SUPPLY OF AMOXYCILLIN I.P. 500 MG**

**CAPSULES”**

Last date and time for Receipt of Technical Bid

& Price Bid

: 06.08.2014 up to 14:00 Hrs.

Date and time of opening of Technical Bid

: 06.08.2014 at 14:30 Hrs.

Date and time of opening of Price Bid

: 07.08.2014 at 14.00 Hrs.



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**TABLE OF CONTENTS**

Titles	Page no.
Notice Inviting Tender	3
Bid Data Sheet & Background Note	5
Contents, quantity required with Annexures – I	6
Eligibility Criteria	7
Scope of work & General Instructions To The Bidders	8-14
Specific Terms & Conditions of Contract	15
Conditions Of Contract	16-19
Format -1 : Deviations /Exclusions Schedule	20
Format -2 : Self Declaration	21
PRICE - BID (COVER PAGE)	22
Format –3: Format For Quoting (SCHEDULE – B)	23-24
Format -4: Financial Bid Forwarding Letter	25-26
Format -5: Form of Contract Agreement	27-29



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**Notice Inviting Tender**

**HLL Lifecare Limited**, is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Pharmaceutical Products through its newly formed Women Healthcare Division. HLL invites Bids from interested parties **for the Manufacture & Supply of Pharma product on loan license basis (product list enclosed in Annexure-I).**

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

1. **RATE CONTRACT FOR MANUFACTURING & SUPPLY OF PHARMA PRODUCT ON LOAN LICENSES**
2. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP for each batch of all products purchased from the party.

The details of item, item specifications and terms & conditions etc. are given in Tender documents. The same can be had from our Office on any working day between 11:00 AM to 3:30 PM by paying ` 2000/- by Cash / DD (inclusive of ST) drawn in favour of HLL Lifecare Limited, payable at State Bank of India, NIPANI - 591 237. Further, Tender documents can also be downloaded from our website **www.lifecarehll.com**. However cost of Tender documents i.e. ` 2000 /- by D.D. shall be given with the Technical Bid.

Last date for Receipt of Technical & Price Bid	06.08.2014 (14: 00 Hrs.)
Opening of Technical Bids	06.08.2014 (14.30 Hrs.)
Opening of Price Bids of qualified Bidder	07.08.2014 (14.00 Hrs)
*EMD amount to be deposited	2.00 Lakh



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

- **A Demand Draft / Bank Guarantee from Nationalized Bank / at par Cheque towards Earnest Money Deposit, drawn in favour of “HLL Lifecare Ltd.” and payable at Nipani – 591 237 shall be enclosed with Technical Bid failing which the Tender will be summarily rejected.**

We request you to submit your sealed price bids for the Products.

In case you need any further information, please feel free to contact the undersigned on E-mail: [natesh@lifecarehll.com](mailto:natesh@lifecarehll.com). Ph. No: 08333-279543, cell 09945618811. Mr. Natesh K.

**JOINT GENERAL MANAGER (RA & SOURCING)**



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**BID DATA SHEET**

<b>Address for Submission of Bids</b>	<b>JOINT GENERAL MANAGER (RA &amp; SOURCING)</b> HLL Lifecare Limited (A Govt. of India Enterprise) Kanagala – 591 225 Belgaum Dist. Karnataka.India. Tel: 08333 – 279239 / 44
Bid validity	One year from the date of opening the prices bid.
No. Of copies	No. Of copies: 1 original + 1 copy
Dead line for submission of Technical & Price Bids	<b>Date: 06.08.2014, Time: 14:00 Hrs.</b>
Date of opening of Technical Bid	<b>Date: 06.08.2014, Time: 14:30 Hrs.</b>
Date of opening of Price Bid	<b>Date: 07.08.2014, Time: 14:00 Hrs</b>

**BACKGROUND NOTE**

**1. Company Background**

**HLL Lifecare Limited** is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. Our Corporate head office is at Thiruvananthapuram, Kerala. We have two production facilities in Thiruvananthapuram and one each at Kanagala, Belgaum, Karnataka & Indore M.P., procurement & Consultancy Office at Noida, Manufacturing facility at CSEZ and Marketing Offices around the Country.

HLL has developed an impressive production infrastructure for a range of Contraceptives and Health Care Products. We are also planning to venture into new and challenging frontiers in the area of Health Care such as Vaccines, R&D, Hospitals and Pharmaceuticals. The total employees strength of HLL is around 5000.



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

**Annexure – I**

**PRODUCT: -**

Sl. No.	Product Name	STRENGTH
1	AMOXYCILLIN I.P CAPSULES	500 mg



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

**ELIGIBILITY CRITERIA FOR BIDDERS**

- a) Party should have License/Loan License for the manufacture & Supply of above said pharma products as mentioned in ANNEXURE-I & copy of certificate needs to be enclosed with Technical Bid.
- b) The supplier should have valid WHO-GMP/GMP certificate for the manufacturing facility. Copy of certificate shall be enclosed with Technical Bid.
- c) The supplier / bidder should have minimum Turnover of ` 5.00 Crores (Five Crores) per annum during the last three financial years i.e. 2011-12, 2012-13 & 2013-14. Annual Report / Certificate from Chartered Accountant shall be enclosed.
- d) The bidder shall enclose production capacity certificate either issued by regulatory authority or certified by Chartered Accountant.
- e) The bidder should have No-Conviction Certificate for last 3 year. (Self attested copy shall be enclosed)
- f) The bidder shall agree to sign the attached Form of Contract Agreement, if the work is awarded.



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

## **SCOPE OF WORK**

### **1. General Scope**

1. **MANUFACTURING & SUPPLY OF PHARMA PRODUCT (AS PER ANNEXURE-I)**
2. Ensure strict compliance to all statutory regulations with furnishing of a “Certificate of Analysis” confirming to IP for each batch of all products purchased from the party.

### **GENERAL INSTRUCTIONS TO BIDDERS**

#### **1. Ethical Standard**

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

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

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

#### **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.





**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

### **3. Clarification of Bidding Documents**

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

### **4. Amendment of bidding documents**

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

### **Preparation of Bids**

### **5. Language of Bid**

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

### **6. Documents Accompanying the Bid**

The Response to mandatory requirements shall consist of:

- a. A forwarding letter indicating the submission of separate sealed Price and Financial bids. An authorized person holding the Power of Attorney should sign the letter.
- b. Power of Attorney in original or duly notarized.
- c. Signed copy of Tender Document (all pages to be signed & stamped)
- d. List of Deviations / exclusions
- e. Organization structure of the Bidder & escalation mechanism.
- f. Proof of execution of orders of similar products (copies of executed orders may be enclosed)



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

7. For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
8. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

#### **9. Financial Bid**

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

- a) The Price must be quoted in accordance with format attached.
- b) **The Price must include all costs associated with the execution of the contract including taxes, levies, duties, freight, insurance & service charges etc.**

#### **10. Period of validity of bid**

Bid & the price quoted is remains valid for a period of one year from the date of placement of 1st supply order. However may extended for one more year upon mutual agreed terms.

#### **Submission of Bids**

#### **11. Sealing and Marking of Bids**

- a) The Bidder shall prepare and seal in **envelope** super scribing the following for:
  - **Technical Bid for supply of pharma products.**
  - **Financial Bid for supply of pharma products.**

All the documents shall be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR TENDER NO. HLL: BGM: SOURCE: PHARMA PRODUCT: 2014-15 Dt.27.07.2014.**



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

- b) i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and
- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. 06.08.2014 (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

## **12. Deadline for Submission of Bids**

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

## **13. Late Bids**

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

## **14. Modification and Withdrawal of Bids**

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

- 14.1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 14.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
- (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

14.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

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

15. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

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

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

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

## **Bid Opening and Evaluation**

### **17. Opening of Bids by HLL**

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

Bidders wishing to be present at the time of such opening may send their duly authorized representative.



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

## **18 . Preliminary Examination of Bids**

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

Price Bid of a particular Bidder would be considered for opening only if their Technical Bid is qualified.

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

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

## **19. 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.

## **20. Contacting HLL**

20.1 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.

20.2 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.



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

## **21. 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.

## **22 Notification of Award**

- 22.1 Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.

## **23 Signing of Contract**

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

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

## **SPECIFIC TERMS & CONDITIONS OF CONTRACTS**

1. The supplier 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 person what so ever.
2. The finished products shall have shelf life of minimum 3 years from date of manufacture. The date of manufacturing should not precede the date of order.
3. The supplier must submit Batch wise Test Analysis report of the drug and pharmaceuticals from NABL certified laboratories only in original along with each consignment.
4. The supplier shall submit batch wise samples of drug/medicines supplied in the kit to the undersigned before the commencement of supply.
5. The Drug and medicines shall be supplied in the package specified and the package shall carry the logograms specified.
6. No advance payment towards costs of drugs, medicines etc. shall be made to the supplier. The payment against part supply will not be entertained.
7. On completion of supplies of ordered quantities bills/Invoices should be raised in triplicate in the name of HLL Lifecare Limited, Kanagala- 591 225.
8. If any time a particular drug/medicine is found damaged or the packaging has deteriorated or the test reports has failed then the supplier has to replace the whole quantity of item at his own cost within 30 days.
9. Repeat order shall be accepted to the supplier within 24 months from the date of PO at the same prices, terms & conditions.
10. Purchaser reserve the rights to increase or decrease upto 25% of the tendered quantity.
11. Price should be quoted as our format only i.e. as per Schedule-B Quoting should be in three parts, conversion charge, API, excipients, Packing materials cost and others like fright, insurance, taxes and levies etc.
12. Purchaser reserves the right to award the contract either for only conversion charges basis or on finished products, whichever is benefit to HLL.
13. If so warranted purchaser may conduct negotiation.



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

## **CONDITIONS OF THE CONTRACT**

### **1. Settlement of Disputes**

1.1 Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

#### **1.2 Conciliation/Arbitration**

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

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

The conduct of such arbitration shall be in English

#### **1.3 No suspension of work**

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the bidder shall continue to be made in terms of the contract.

#### **1.4 Award to be binding on all parties**

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

#### **1.5 Jurisdiction of Courts**

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

### **2. Time for Commencement and Acceptance**

The Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance / as per HLL requirement.





**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

### **3. Bidders Responsibilities**

- 3.1 The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
- 3.2 The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 3.3 The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
- 3.4 The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.
- 3.5 If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
- 3.6 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.
- 3.7 The bidders have to abide by delivery schedule strictly. H.L.L reserves the right to impose penalty of 0.5% per day, if the supply is not as per time schedule.**



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

## **Payment**

### **4. Terms of Payment**

**ONLY AFTER RECEIVING HLL PAYMENT FROM CONCERNED CUSTOMER.**

### **5. Delivery Schedule**

**THE ENTIRE QUANTITY IS TO BE DELIVERED AS PER THE DELIVERY SCHEDULES PROVIDED BY HLL, F.O.R AT VARIOUS CONSIGNEES THROUGHOUT INDIA.**

### **6. Taxes and Duties**

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

### **7. Intellectual Property**

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

### **8. Confidential Information**

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

### **9. Force Majeure**

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



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

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

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

### **Change in Contract Elements**

#### **10. Termination**

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

#### **11. Termination for bidders Default**

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

#### **12. Assignment**

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



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**FORMAT-1**

**DEVIATIONS /EXCLUSIONS SCHEDULE :**

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

Joint General Manager (RA & Sourcing)

HLL Lifecare Limited

Kanagala - 591225

Belgaum Dist, Karnataka.

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by HLL, the entire work shall be performed as per your requirements.

We also give below the cost of withdrawal of each deviations/exclusion.

Clause No	Statement of Deviations/Exclusions and Variations (Rs)	Cost of Withdrawal

Date:  
Place:

Signature:

Name:  
Designation:  
Common Seal:



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

**FORMAT-2**

**SELF-DECLARATION**

To,  
To,  
Joint General Manager (RA & Sourcing)  
HLL Lifecare Limited  
Kanagala - 591225  
Belgaum Dist, Karnataka.

Dear Sir,

This is to certify that our Company has not been Black Listed either by State Government or Government of India in connection with Manufacturing or Sourcing, Packaging & Distribution of Pharma Products & other related medical devices.

Date:  
Place:

Signature:

Name:  
Designation:

Common Seal:



**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

**PRICE BID**

**TENDER NO. HLL: BGM: SOURCE: PHARMA  
PRODUCT: 2014-15 DT.27.07.2014**

NO. OF PAGE :  
(Page No. 23-24 )



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**FORMAT- 3**

**Price Schedule**

**SCHEDULE – B**

**Part-1B ONLY COVERION CHARGES**

Sl. No	Product Name	COVERION Rates for 100 Capsules IN Rs
1	AMOXYCILLIN I.P 500 MG CAPSULES	

**PART-2B API, EXCIPENTS & PACKING MATERILAS COST**

Sl. No	Product Name	Rates for 100 Capsules (Quote should be all inclusive)
1	Amoxycillin I.P	
2	Talc I.P	
3	Magnesium stearate I.P	
4	“O” Size Capsules, (blue/white)	
5	PVC Film	
6	Printed Aluminium Foil	
7	Cartons (100 Caps Per Carton)	
8	Shipper (100 Cartoon In A Shipper)	



**HLL LIFECARE LIMITED**  
 (A Government of India Enterprise)  
 KANAGALA  
 BELGAUM DIST. PIN – 591 225  
 KARNATAKA STATE

**PART –B3 OTHER LIKE FRIGHT, INSUREANCE, TAXES & LEVIES**

Sl. No	Product Name	Price in Rs
1	Amoxicillin I.P 500 mg capsules (As per part-1B)	
2	Excise	
3	VAT/CST	
4	Insurance	
5	Fright	
<b>TOTAL COST TO ALL OVER INDIA (All inclusive)</b>		

**Date:**

**Signature of the Bidder:**

**Place:**

**Name with seal:**

- Please indicate the price both in figures as well as in words.
- The prices quoted shall be inclusive of all taxes, duties and levies and also freight & insurance etc.
- PRICE QUOTED SHOULD BE SUPPLY TO ANYWHERE IN INDIAN.

Bidders Signature:

Name:

Designation:

Address:

**Note: The rate quoted should be as per U.O.M only as mentioned in the SCHEDULE – B.**





**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
KANAGALA  
BELGAUM DIST. PIN – 591 225  
KARNATAKA STATE

**FORMAT-4**

**FINANCIAL BID FORWARDING LETTER**

Ref:

Date:

To,

Joint General Manager (RA & Sourcing)

HLL Lifecare Limited

Kanagala - 591225

Belgaum Dist. Karnataka

Dear Sir,

Sub: Manufacturing & Supply of pharma products on loan license: reg

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services for Manufacturing & Supply of pharma products 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 endeavor to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, list of deviations, and Attachments through [specify: the number of attachments] to this Bid Form, up to One year from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

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 **Manufacturing & Supply of pharma products** and all other related activities.

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

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

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

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

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position] Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

**FORMAT-5**

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [Insert: **Name of Purchaser**], a [insert: **description of type of legal entity**, for example, an agency of the Ministry of .... of the Government of [insert: **country of Purchaser**], or corporation incorporated under the laws of [insert: **country of Purchaser**] and having its principal place of business at [ insert: **address of Purchaser** ] (hereinafter called "the Purchaser"), and
- (2) [Insert: **name of Supplier**], a corporation incorporated under the laws of [insert: **country of Supplier**] and having its principal place of business at [insert: **address of Supplier**] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert: **brief description of Goods and services** ] (this has to be defined briefly )and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ insert: **contract price in words and figures** ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) The Schedule of requirements
  - (d) The Supplier's bid and original Price Schedules



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

(e) The Purchaser's Notification of Award

(f) [Add here: **any other documents**]

3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.



**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**KANAGALA**  
**BELGAUM DIST. PIN – 591 225**  
**KARNATAKA STATE**

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

S.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

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

in the presence of \_\_\_\_\_

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

.....**END**.....