

# E-TENDER DOCUMENT

FOR

## Re-Tender for Supply of Generic Medicines for institutional supplies

Tender No: HLL/SD/RBD/2024-25/TENDER/18 Dt: 15.06.2024

E – Tendering



## HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012

Kerala, India

Tel: 0471 2775500, 0471 2350959

(EXTN – 606 /531)

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

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**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
Sourcing Division  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)

**NOTICE INVITING TENDER (NIT)**

**IFB No: HLL/SD/RBD/2024-25/TENDER/18**

**15.06.2024**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites an e-tender 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	<b>Tender for supply of Generic Medicines</b>
2	Location of Delivery/Work	<b>HLL Free Generic Pharmacy, New Delhi</b>
3	Brief description of Item/Work	Qualified L1 supplied shall be empanelled to supply of Pharmaceutical Products to HLL Free Generic Pharmacy, New Delhi under Rate Contracts for a period of 12 months
4	Bid Security/EMD	Rs.5, 000.00
5	Bid submission fee/Tender fee	Rs.500.00
6	Period of completion	7 days from the date of purchase order
7	Price Validity	365 days from the date of empanelment which may be extendable upto 2 more years on year to year basis based on satisfactory performance and mutual agreement
8	Eligibility criteria for Bidders	As per Tender document
9	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000605 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram
10	Last date and time for online submission of online bids	<b>20-06-2024 at 15:00 hrs</b>
11	Date and time of opening of e-tender	<b>21-06-2024 at 15:00 hrs</b>
12	Address for Communication at HLL regarding the tender	Associate Vice President (SD) Sourcing Division HLL Lifecare Limited Corporate & Regd. Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

**एचएलएल लाइफकेयर लिमिटेड**

(भारत सरकार का उद्यम)

सोर्सिंग प्रभाग

कॉर्पोरेट मुख्यालय, पूजप्पुरा.पी.ओ.,  
तिरुवनंतपुरम - 695012, केरल, भारत

दूरभाष: 0471 2775500, 0471 2350959 (एक्सट - 606/531)

**निविदा आमंत्रण सूचना (एनआईटी)**

आईएफबी संख्या: एचएलएल/एसडी/आरबीडी/2024-25/निविदा/18

15.06.2024

एचएलएल लाइफकेयर लिमिटेड (एचएलएल), भारत सरकार का उद्यम, योग्य, सक्षम और अनुभवी पार्टियों से एक ई-निविदा आमंत्रित करता है, जो हमारी निविदा के अनुसार आवश्यकताओं को पूरा करने के लिए निम्नलिखित मद/कार्य को निष्पादित करने में सक्षम हैं।

क्र.सं.	ब्यौरा	विवरण
1	मद/कार्य का नाम	<b>Tender for supply of Generic Medicines</b>
2	सुपुर्दगी/कार्य का स्थान	<b>HLL Free Generic Pharmacy, New Delhi</b>
3	मद/कार्य का संक्षिप्त विवरण	Supply of Pharmaceutical Products to HLL Free Generic Pharmacy, New Delhi under Rate Contracts for a period of 12 months
4	बोली प्रतिभूति/ईएमडी	Rs.5,000.00
5	बोली प्रस्तुतीकरण शुल्क / निविदा शुल्क	Rs.500.00
6	पूरा करने की अवधि	7 days from the date of purchase order
7	मूल्य वैधता	365 days from the date of empanelment which may be extendable upto 2 more years on year to year basis based on satisfactory performance and mutual agreement
8	बोलीदाताओं के लिए पात्रता मानदंड	As per Tender document
9	निविदा शुल्क और ईएमडी के भुगतान के लिए एचएलएल खाते का विवरण (भुगतान मोड: एनईएफटी/आरटीजीएस)	Name of Bank: HDFC BANK A/c number: 00630330000605 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram
10	ऑनलाइन बोलियों के ऑनलाइन प्रस्तुतीकरण की अंतिम तारीख और समय	<b>20-06-2024 at 15:00 hrs</b>
11	ई-निविदा खोलने की तिथि और समय	<b>21-06-2024 at 15:00 hrs</b>
12	एचएलएल में निविदा के संबंध में पत्र व्यवहार के लिए पता	Associate Vice President (SD) Sourcing Division HLL Lifecare Limited Corporate & Regd. Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/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/eprocure/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/eprocure/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/eprocure/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/eprocure/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 - [cPPP-doe@nic.in](mailto:cPPP-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:
- Associate Vice President (SD)**  
**Sourcing Division**  
**HLL Lifecare Limited**  
**Corporate & Regd. Office**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram-695012**
15. E-mail: [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com) The bids shall be opened online at the **Office of the Associate Vice President (SD)** 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 Associate Vice President (SD) 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/eprocure/app>).
- 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/eprocure/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 fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	HDFC BANK
A/c number	:	00630330000605
IFSC Code	:	HDFC0000063
Branch name	:	VAZHUTHACAUD, Thiruvananthapuram

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

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. 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 placing of PO 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 as deemed fit.
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>).

**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.**

**ASSOCIATE VICE PRESIDENT (SD)**

## INSTRUCTIONS TO THE BIDDERS (ITB)

### Section 1

#### I. COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives. HLL Vending Business Division is offering solution for retailing and making available range of HLL's - quality healthcare products / Sanitary Napkins / Condoms etc., products through state-of-art Vending machines. HLL has also forayed into the Service sectors of Healthcare Diagnostics and Pharmaceutical retail business for more than 10 years.

#### Scope of Work

HLL invites bids from the eligible, competent and experienced healthcare products supplier(s) who are eligible for executing the scope of work as mentioned in the tender and as per tender Terms & Conditions.

- a) Re-Tender for Supply of Generic Medicines for institutional supplies
- b) Supply to be made on Door delivery basis to HLL warehouse/centres in and around New Delhi
- c) Qualified L1 parties shall be empanelled and based on the requirement from institution multiple purchase orders shall be issued time to time which has to be supplied within 7 days from the date of purchase order.

#### II. Product List

*In BOQ, Bidders are requested to quote for per piece rate only and GST amount (not in percentage)*

Sr. No.	Description of Work / Item(s)	UOM	Approximate Monthly Consumption
1	CODINE PHOSPHATE SURUP (15mg/5ml) 100 ml	pc	10
2	SALBUTAMOL INHALER 100MCG/PUFF 200MDI (120 MULTIDOSE)	pc	10
3	MEFLOQUINE 250MG TAB	pc	10
4	Inj Insulin R(40IU/ML) 10 ML/VIAL	pc	1,000
5	AMOXYCILLIN SYRUP125MG/5ML 60 ML.	pc	38
6	CEFADROXIL 500MG TAB	pc	400
7	Inj. Etoposide 50mg	pc	200
8	PROMETHAZINE SYRUP (5mg/5ml)	pc	10
9	SYRUP CO - TRIMAXAZOLE(SULFAMETHOXAZOLE200MG/5ML+TRIMETHO PRIM 40MG/5ML) 60ML 1S	pc	10
10	DIAZEPAM TABLET(5mg)	pc	10
11	PROMETHAZINE TABLETt (10mg)	pc	10
12	DICYCLOMINE HYDROCHLORIDE CAP (10mg)	pc	10
13	KETOCONAZOLE TAB200MG	pc	112
14	LITHIUM CARBONATE 300MG TAB	pc	10,000
15	CEFIXIME TRIHYDRATE 200 MG TAB.	pc	6,195
16	CARBAMAZAPINE CR 200MG Tab	pc	25,000
17	PHENIRAMINE MALEATE TAB25MG GSK	pc	50

18	CARBARMAZEPINE TAB200MG	pc	20,970
19	FLUCONAZOLE TABLET(50mg)	pc	10
20	DILTIAZEM 30MG TAB	pc	5,607
21	IBUPROFEN Tablet (400mg)	pc	1,547
22	CEFUROXIME 250mg Tab	pc	4,359
23	TABLET ALPRAZOLAM 0.25MG TAB	pc	1,000
24	TABLET ALPRAZOLAM 0.5MG TAB	pc	1,000
25	ACETYL SALICYLIC ACID TAB 75MG	pc	1,52,641
26	DOMPERIDONE TAB10MG	pc	27,067
27	ALUMINIUM HYDROXIDE GEL(250MG)MAGNESIUM HYDROXIDE(250MG)DIMETHICONE(50MG)ORALSUSPENSION	pc	1,786
28	DICLOFENAC 50MG TAB	pc	14,081
29	ETHOPHYLLINE(231MG) + THEOPHYLLINE PROLONGED RELEASE(69) 300 MG Tab	pc	2,202
30	CETRIZINE TAB10MG	pc	2,750
31	ATENOLOL TAB50MG	pc	10,000
32	METRONIDAZOLE 400MG TABLET	pc	9,510
33	FOLIC ACID 5 MG TABLET	pc	90,000
34	BETAMETHASONE TAB0.5MG	pc	7,716
35	ENALAPRIL MALEATE TAB5MG	pc	11,875
36	OFLOXACIN 200MG+ORNIDAZOLE 500MG.Tab	pc	351
37	BISACODYL TAB5MG 10 TABS	pc	4,232
38	CARBIMAZOLE TABLET 5MG	pc	10,008
39	TRIHENXYPHENIDYL HYDROCHLORIDE TAB2MG	pc	49,922
40	METHOTREXATE TAB2.5MG	pc	666
41	OFLOXACIN 50MG SYP + ORNIDAZOLE 125MG/5ML (30ML)	pc	10
42	MEDROXYPROGESTERONE TAB 10MG	pc	1,927
43	METOCLOPRAMIDE TAB10MG	pc	2,722
44	AZITHROMYCIN SYRUP 100 MG/5ML 15ML.	pc	136
45	MONTELUKAST 5 MG Tab	pc	697
46	FERROUS SYCCINATE CAPSULE150MG	pc	1,92,043
47	MICONAZOLE OINTMENT (2%) W/V 15GM	pc	10
48	Tab Thalidomide 50mg	pc	10,000
49	5-AMINO SALICYLIC ACID 400MG TABLET	pc	1,420
50	ALBENDAZOLE SYP 400MG/ 5ML	pc	113
51	SODIUM CHLORIDE NASAL DROPS 20 ML	pc	983
52	BUDESONIDE 200 MCG INHALER (120 MULTIDOSE)	pc	47
53	MOMETASONE FUROATE (0.1%W/W)&CHLOROCRESOL(0.1%W/W) CREAM 10GM	pc	669
54	E.D. OLOPATADINE 0.1% EYE DROP 5ML	pc	393
55	DROP ICON 25MG+ I-LYSINE HCL 200 MG + VITAMIN B12 5 ug + FOLIC ACID	pc	108
56	OINTMENT PERMETHRIN 5% (30GM)	pc	490
57	CYPROHEPTAINE SYRUP2MG/5ML 200 ML	pc	210
58	FERROUS ASCORBATE(30MG) & FOLIC ACID(550MG) SYRUP (5ML)	pc	806

### **III. TECHNICAL SPECIFICATION**

All Pharma products should be manufactured from a bid facility and while supplying the products supplier must submit WHO GMP certificate, manufacturing license along with product permission.

### **IV. SUPPLY LOCATION**

Supply to be made on Door delivery basis to HLL warehouse/centres in and around New Delhi

## **Section 2:**

### **1. ELIGIBLE BIDDERS**

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

A Bidder should have following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.

- 1.1. All products supplied should have relevant & valid WHO GMP certificate and while supplying the products the bidder must submit the WHO GMP certificate, Manufacturing licence and product permission.
- 1.2. Bidder should have a minimum average annual turnover of Rs.3 Crores (Rupees Three Crores only) during the last three years i.e., 2021-22, 2022-23 and 2023-24 (original/provisional) will only be eligible for participation.
- 1.3. The products intended to supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.
- 1.4. The Bidder must submit an in-house batch wise COA pass test report (hard copy ) along with each consignment.
- 1.5. Bidder should submit a self-declared non conviction certificate.
- 1.6. Primary manufacturers/distributors are allowed to participate in the Tender.
- 1.7. 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.
- 1.8. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self-declaration as per Annexure 10 with respect to this order must be submitted.
- 1.9. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 09 with respect to this order must be submitted.
- 1.10. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 1.11. (a) Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted for the product mentioned in the tender by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate for that product in the tender during the period of de-recognition / debarment/

Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate for that product in the tender during the period of de-recognition/debarment/banned. 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 for the product quoted, submitted by us against this Tender.

(b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender for that product..

(c) Any bidder who is a distributor/ authorized agent then they should ensure that their Principal manufacturer is not been de-recognized/debarred/banned/blacklisted for the quoted product by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate for that product in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate for that product in the tender during the period of de-recognition/debarment/banned. 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 for the product quoted, submitted by us against this Tender.

1.16. For the Items quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.

## **2. COST OF BIDDING**

2.1 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.

2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid (Not applicable currently due to GO)

## **3. GETTING INFORMATION FROM WEB PORTAL**

3.1. 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.

3.2. 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.

3.3. 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.

#### **4. BIDDING DOCUMENTS**

##### **4.1. Content of Bidding Documents**

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
  - b. General Instruction to Bidders
  - c. Instructions to Bidders
  - d. General Conditions of Contract (GCC)
  - e. Special Conditions of Contract (SCC)
  - f. Annexures to Bid
  - g. Product List
- 4.2. 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.
- 4.3. 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.

#### **5. CLARIFICATION OF BIDDING DOCUMENTS**

- 5.1. 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.
- 5.2 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.

#### **6. AMENDMENT TO BIDDING DOCUMENTS**

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. 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.
- 6.3. If the addendum thus published does involves 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.

#### **7. PREPARATION OF BIDS**

##### **7.1 Language of the Bid**

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

##### **7.2 Documents to be submitted along with the Technical Bid**

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

- a) Self-Declaration as per Annexure 1
- b) Bid form as per Annexure-2
- c) Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.



- d) Copy of GST Certificate (self-attested copy)
- e) Copy of Permanent Account Number (Self-attested Copy)
- f) Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self-attested Copy).
- g) Under taking letter for replacement of complaint/defective goods as per Annexure-3
- h) Product List – Annexure 4
- i) List of all quoted products offered to HLL as per Annexure 5 .
- j) Documentary proof attested by Chartered Accountant for establishing the average minimum average turnover in the last three years i.e., 2021-2022, 2022-23 and 2023-2024 (original/ provisional) of Rs.3 Crores (Rupees Three Crores only).
- k) Annexure 6 - Category details of organization, in case of MSE, If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- l) Duly filled, signed and sealed Annexure 7 - Indemnity Certificate
- m) Annexure 8 - Check List
- n) Annexure 9 - Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)
- o) Annexure 10 - Make In India Preference (Self Declaration)
- p) Annexure 11- Fall Clause Declaration
- q) Self-certified non-conviction certificate from bidder – Annexure 12

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.

All Annexures must be dully signed and sealed while submitting the same.

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. Bid Prices

- 8.1 The Bidder shall bid as described in the Bill of Quantities.
- 8.2 The rates quoted by the Bidder shall include cost of the material, freight charges, Insurance or any other charges and applicable GST at our designated delivery point on Door delivery basis.
- 8.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract and may be renewed on mutually agreed terms & conditions for a further period.
- 8.4 Price comparison during evaluation will be done on the Unit basic price of the product excluding GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis at HLL warehouse/centres, in and around New Delhi
- 8.5 If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.



8.6 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.

8.7 Supply of Pharmaceutical Products to HLL Free Generic Pharmacy, New Delhi under Rate Contracts for a period of 12 months during the entire period of contract.

## 9. Currencies of Bid and Payment

9.1. 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.

## 10. 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.

The tender is invited in 3 **Envelope system** from the registered and eligible firms at CPP Portal.

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

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	HDFC BANK
A/c number	:	00630330000605
IFSC Code	:	HDFC0000063
Branch name	:	Vazhuthacaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

### **NOTE**

- SSI/MSE 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 MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- 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 7.2.

**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 shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis to our delivery location(s) and the same has to be entered in the Basic Unit rate column of BOQ.
- (ii) HSN Code and GST amount as applicable in appropriate column of BOQ.
- (iii) The total unit cost in figure and words.
- (iv) Prices shall be quoted in Indian Rupees.
- (v) If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- (vi) Price comparison during evaluation will be done on the Unit basic price of the product.
- (vii) In case bidders quoted different GST amount or percentage for the same item, in such case GST amount ascertained/ decided by the purchaser shall be final
- (viii) The need for indication of all such price components by the tenderers, as required in BoQ is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.
- (ix) Example for illustration purpose

**An example is illustrated below for entering of rate**

*In case of the product number 01 –as per Annexure 4, assume the UOM is strip of 10 tablet / capsule. Assume an illustrative value of INR 100 per strip which the bidder is planning to quote for the tender. In that case the PER tab/capsule has to be calculated and updated in the BOQ for price bid. In this case its INR 100 / 10 tab/capsule which will be INR 10 per Tab/capsule.*

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

*The Unit basic price of the product (Rs 10 as per the above example) including freight Charges for inland transportation to HLL Free Generic Pharmacy, New Delhi*

*Total GST amount for the entire quantity of any particular item quoted, as applicable in Value. Note that in the BOQ format, only the value of applicable GST can be entered (percentage of GST cannot be entered).*

*The total unit cost in figure and words. The unit price will be the basis for evaluation. Note that this will be automatically updated in the BOQ*

**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) 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.

**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.
- 11.2 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).

**Modification, Resubmission and Withdrawal of Bids**

- 11.3.Re submission 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 authorized representative in the presence of bidders or their designated representatives who choose to attend.

**12.1. Bid Opening Process**

- 12.1.1 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 presdeliveryent during the bid opening at the opening location if they so desire.

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

**Envelope - 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, 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. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT).

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

12.1.2. 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.

### **12.2. Confidentiality**

12.2.1. 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.

12.2.2. 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.

### **12.3 Clarification of Bids**

12.3.1. 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.

12.3.2. 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.

### **12.4. Examination of Bids, and Determination of Responsiveness**

12.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.

12.4.2. 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:-

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;
- or
- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

12.4.3. 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.

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

12.4.5. 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.

12.4.6. In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

### 12.5. Negotiation on Bids

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

### 13. BID VALIDITY

Bids shall remain valid for the period of 365 (Three Sixty Five) days from the date of empanelment, which may be extendable upto 2 more years on year to year basis based on satisfactory performance and mutual agreement. A bid valid for a shorter period shall be rejected by HLL as non-responsive

### 14. STATUTORY EXEMPTIONS:

- **MSE** - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.
- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

### 15. BID SECURITY (EMD)

#### 15(a)

- i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.
- ii) 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.
- iii) 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.
- iv) 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.
- v) SSI/MSE 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.
- vi) The bid security may be forfeited/ blacklisted/ de-barred from participating in HLL tenders for a period of 2 years.
- vii) The Bid Security may be forfeited:
  - (a) If a Bidder:
    - Changes its offer/bid during the period of bid validity or during the validity of the contract.
    - Does not accept the correction of errors

- (b) In the case of the successful Bidder, if the Bidder fails:
- To sign the Agreement
  - To deliver the material within stipulated time frame as per PO.
  - To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
  - 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.
- viii) In such cases the work shall be rearranged at the risk and cost of the selected bidder
- ix) The Bid Security deposited will not carry any interest.

## **16. TENDER PROCESSING FEE**

- 16.1. For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender
- 16.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 16.3. Tender Fee remitted will not be refunded.

## **17. ALTERATIONS AND ADDITIONS**

- 17.1 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.
- 17.2 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.

## **18. INDEMNIFICATION CLAUSE**

In case of any Adverse Drug Reaction / untoward side effects occurred due to the administration of the product supplied by your organization, the manufacture/ supplier shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities. 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 07

## **19. SECURITY DEPOSIT**

- 19.1 Within 3 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.
- 19.2 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.



19.3 In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Security deposit within 7 days from the date of award of empanelment, else the empanelment shall be treated as cancelled. Failure of the successful Bidder(s) 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(s) or call for new bids. The security deposit of the empanelled bidder(s) shall be refunded after the bid validity period.

## **20. PERFORMANCE SECURITY - Deleted**

## **21. 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.

## **22. PAYMENT TERMS**

22.1 No Advance payment shall be given.

a. **100% of the payable amount will be released within 120 days** of delivery and acceptance of consignment by HLL

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

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

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

22.5 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.

## **23. DELIVERY TERMS**

All products has to be delivered within 7 days from the date of the Letter of Intent /Notification of Award/ Purchase order.

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

24.1. 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.

24.2. 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. Levying of penalty shall be on a case to case basis.



- 24.3. In case of delay in supply the clause number 18 in GCC (Liquidated Damage) will be applicable.
- 24.4. If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from an alternate supplier 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 / Security Deposit 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.

## **25. 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

## **26. INSPECTION AND TESTS**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 HLL reserves the right to seek samples of the product being offered before placement of order and based on approval of samples by HLL/Ultimate customer the order shall be placed. If the sample is rejected due to quality/technical reasons, HLL reserves the right to approach the next higher bidder for samples and if approved, HLL shall proceed with order placement with the next higher bidders. The samples approved only be accepted against the order placed and any deviation would result in the rejection of the product supplied.
- 26.6 The supplier should submit the internal lab reports for the supplies made to 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 may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL warehouses & resupply or

refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

## **27. 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 9

## **28. 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.

## **29. 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 reserves 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.

## **30. 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.

## **31. 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 an alternate supplier or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

## **32. FORCE MAJEURE**

32.1 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.

32.2 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.

### **33. GOODS REPLACEMENT:**

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at designated HLL delivery point, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. However replacement of goods will be accepted by HLL subject to the concurrence from the ordering institute else the purchase order will be cancelled and Clause 24 (Delay in delivery of goods) will be applied under the discretion of HLL.

### **34. 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

### **35. CONTACTING HLL**

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com).
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

### **36. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

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 purchaser's action.

### **37. 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.

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

38.1 The Purchaser will evaluate and compare bids previously determined to be substantially

responsive.

- 38.2 Price comparison during evaluation will be done on the Unit basic price of the product excluding GST. The unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis to our delivery location(s)
- 38.3 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.

### **39. 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.

### **40. 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 supplier should submit the internal lab reports for the supplies made to 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 may analyse the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure

at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

**41. The quantities are not mentioned in Annexure 4 which shall be mentioned in the purchase order and the order may be placed in multiple lots during the bid validity period.**

**42. GOVERNING LANGUAGE**

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.

**43. AWARD CRITERIA**

Qualified L1 parties shall be empanelled and based on the requirement from institution multiple purchase orders shall be issued time to time

**44. NOTIFICATION OF AWARD**

44.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid had been accepted.

44.2 The notification of award will constitute the formation of the contract.

44.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ 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. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ 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 of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.

44.4 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, up on such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.

44.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

**45. 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.

**46. 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.

#### **47. CORRUPT OR FRAUDULENT PRACTICES**

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.

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.

#### **48. SHELF LIFE**

The supplies of all products should be from fresh stock only. At the time of receipt of medicines at HLL depot, the products offered should have minimum 70% of remaining shelf life with latest manufacturing date. 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 relevant regulation of any such statutory authorities.

#### **49. FLEXIBILITY OF PRICES**

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

#### **50. LICENSE AND PERMITS**

The Supplier 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.

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 Supplier. The Supplier shall indemnify and hold harmless Purchaser 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 Supplier or its personnel.

#### **51. INTEGRITY PACT – Deleted**

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

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no



F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 09) with respect to this order must be submitted.

### **53. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.

### **54. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 10.

### **55. SPLITTING OF ORDER**

In case of critical/vital/safety/security nature of the item, large quantity under procurement, urgent delivery requirements and inadequate vendor capacity, HLL reserves the right to split the contract quantity between the bidders. The splitting ratio shall be at the discretion of HLL. The lowest rate accepted would be counter offered to the L2 party. On acceptance of the counter offer, the order will be placed on L2 for the respective percentage. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

### **56. Goods and Services Tax (GST) :**

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature with HSN code of Goods and Services Tax applicable should be correctly shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of taxes/duties must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.



## **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 Indent/ Purchase order and accepted by the Purchaser.

### **2. APPLICATION**

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

### **3. STANDARDS**

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

### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

### **5. SUBCONTRACTS**

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

## **6. CONTRACT AMENDMENTS**

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

## **7. PATENT RIGHTS**

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

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

## **8. INSURANCE**

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

## **9. CHANGE ORDERS**

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

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

## **10. ASSIGNMENT**

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

## **11. TERMINATION BY DEFAULT**

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

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

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

## **12. TERMINATION FOR INSOLVENCY**

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**

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**

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**

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.

#### **18. LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. In the event of H.L.L rejecting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, then the party is liable to repay HLL any advance amount which was paid by HLL, failing which HLL will have the right to initiate legal proceedings against such party/ successful bidder. 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.

## 19. RESOLUTION OF DISPUTES

- 19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

### **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.

**There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.**

**Annexure-01**

**SELF - DECLARATION**

**Re-Tender for Supply of Generic Medicines for institutional supplies**

**Tender No. HLL/SD/RBD/2024-25/TENDER/18**

To,  
Associate Vice President (SD)  
Sourcing Division  
HLL Lifecare Limited  
Corporate & Regd. Office  
HLL Bhavan, Poojappura,  
Thiruvananthapuram-695012  
E-mail: sdrbdsouth@lifecarehll.com

Dear Sir,

We certify that We or our Principal Manufacturer (if applicable), 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 / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, 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 for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We hereby guarantee that the item supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious items. We assure that the items to be supplied shall be as per the formulations / standard approved / specified by the relevant Regulation or as per the regulation of any such statutory authorities.

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.

We have also hereby declare that all the products supplied shall be from a WHO GMP facility and along with supply of products we shall submit the WHO GMP certificate, manufacturing license and product permission.

We hereby declare that the facts furnished for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

Date:  
Place:

Signature:  
Name:  
Designation:  
Seal:

**BID FORM**

**Annexure-02**

Ref:

Date:

To,

Associate Vice President (SD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)  
Website – www.lifecarehll.com

Dear Sir,

**Re-Tender for Supply of Generic Medicines for institutional supplies**

**Tender No. HLL/SD/RBD/2024-25/TENDER/18**

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 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, 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 pharmaceutical products in and around New Delhi.

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 and subsequent amendments.

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-03**

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

**Re-Tender for Supply of Generic Medicines for institutional supplies**

**Tender No. HLL/SD/RBD/2024-25/TENDER/18**

To,  
Associate Vice President (SD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)  
Website – www.lifecarehl.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 sores/ warehouse free of cost within 30 days, subject to approval from HLL. We (name-----) shall also bear the transportation charges for collecting back the compliant/rejected batches or goods and the transportation charges incurred for making the replacement.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**Annexure-04**

**PRODUCT LIST**

**Re-Tender for Supply of Generic Medicines for institutional supplies  
TENDER No – HLL/SD/RBD/2024-25/TENDER/18 Dated 15.06.2024**

Sr. No.	Description of Work / Item(s)	UOM	Approximate Monthly Consumption
1	CODINE PHOSPHATE SURUP (15mg/5ml) 100 ml	pc	10
2	SALBUTAMOL INHALER 100MCG/PUFF 200MDI (120 MULTIDOSE)	pc	10
3	MEFLOQUINE 250MG TAB	pc	10
4	Inj Insulin R(40IU/ML) 10 ML/VIAL	pc	1,000
5	AMOXYCILLIN SYRUP125MG/5ML 60 ML.	pc	38
6	CEFADROXIL 500MG TAB	pc	400
7	Inj. Etoposide 50mg	pc	200
8	PROMETHAZINE SYRUP (5mg/5ml)	pc	10
9	SYRUP CO - TRIMAXAZOLE(SULFAMETHOXAZOLE200MG/5ML+TRIMETHOPRIM 40MG/5ML) 60ML 1S	pc	10
10	DIAZEPAM TABLET(5mg)	pc	10
11	PROMETHAZINE TABLETt (10mg)	pc	10
12	DICYCLOMINE HYDROCHLORIDE CAP (10mg)	pc	10
13	KETOCONAZOLE TAB200MG	pc	112
14	LITHIUM CARBONATE 300MG TAB	pc	10,000
15	CEFIXIME TRIHYDRATE 200 MG TAB.	pc	6,195
16	CARBAMAZAPINE CR 200MG Tab	pc	25,000
17	PHENIRAMINE MALEATE TAB25MG GSK	pc	50
18	CARBARMAZEPINE TAB200MG	pc	20,970
19	FLUCONAZOLE TABLET(50mg)	pc	10
20	DILTIAZEM 30MG TAB	pc	5,607
21	IBUPROFEN Tablet (400mg)	pc	1,547
22	CEFUROXIME 250mg Tab	pc	4,359
23	TABLET ALPRAZOLAM 0.25MG TAB	pc	1,000
24	TABLET ALPRAZOLAM 0.5MG TAB	pc	1,000
25	ACETYL SALICYLIC ACID TAB 75MG	pc	1,52,641
26	DOMPERIDONE TAB10MG	pc	27,067
27	ALUMINIUM HYDROXIDE GEL(250MG)MAGNESIUM HYDROXIDE(250MG)DIMETHICONE(50MG)ORALSUSPENSION	pc	1,786
28	DICLOFENAC 50MG TAB	pc	14,081
29	ETHOPHYLLINE(231MG) + THEOPHYLLINE PROLONGED RELEASE(69) 300 MG Tab	pc	2,202
30	CETRIZINE TAB10MG	pc	2,750
31	ATENOLOL TAB50MG	pc	10,000
32	METRONIDAZOLE 400MG TABLET	pc	9,510
33	FOLIC ACID 5 MG TABLET	pc	90,000
34	BETAMETHASONE TAB0.5MG	pc	7,716
35	ENALAPRIL MALEATE TAB5MG	pc	11,875
36	OFLOXACIN 200MG+ORNIDAZOLE 500MG.Tab	pc	351
37	BISACODYL TAB5MG 10 TABS	pc	4,232
38	CARBIMAZOLE TABLET 5MG	pc	10,008
39	TRIHXYPHENIDYL HYDROCHLORIDE TAB2MG	pc	49,922

40	METHOTREXATE TAB2.5MG	pc	666
41	OFLOXACIN 50MG SYP + ORNIDAZOLE 125MG/5ML (30ML)	pc	10
42	MEDROXYPROGESTERONE TAB 10MG	pc	1,927
43	METOCLOPRAMIDE TAB10MG	pc	2,722
44	AZITHROMYCIN SYRUP 100 MG/5ML 15ML.	pc	136
45	MONTELUKAST 5 MG Tab	pc	697
46	FERROUS SYCCINATE CAPSULE150MG	pc	1,92,043
47	MICONAZOLE OINTMENT (2%) W/V 15GM	pc	10
48	Tab Thalidomide 50mg	pc	10,000
49	5-AMINO SALICYLIC ACID 400MG TABLET	pc	1,420
50	ALBENDAZOLE SYP 400MG/ 5ML	pc	113
51	SODIUM CHLORIDE NASAL DROPS 20 ML	pc	983
52	BUDESONIDE 200 MCG INHALER (120 MULTIDOSE)	pc	47
53	MOMETASONE FUROATE (0.1%W/W)&CHLOROCRESOL(0.1%W/W) CREAM 10GM	pc	669
54	E.D. OLOPATADINE 0.1% EYE DROP 5ML	pc	393
55	DROP ICON 25MG+ I-LYSINE HCL 200 MG + VITAMIN B12 5 ug + FOLIC ACID	pc	108
56	OINTMENT PERMETHRIN 5% (30GM)	pc	490
57	CYPROHEPTAINE SYRUP2MG/5ML 200 ML	pc	210
58	FERROUS ASCORBATE(30MG) & FOLIC ACID(550MG) SYRUP (5ML)	pc	806

- ***In BOQ, Bidders are requested to quote for per piece (per unit) rate only***
- ***GST amount for per piece to be mentioned (percentage of GST cannot be entered).***

**LIST OF QUOTED PRODUCT**

SI No	SI. no as per Tender	Name of Items	UOM	All products should have relevant & valid WHO GMP certificate (Yes / No)
1				
2				
3				
4				
5				

**Category details of organization**

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSE 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.	
5	Whether the MSE organization is registered under MSE Type of Enterprise 'Trading'	

**\*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 07**

To,

Associate Vice President (SD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2350959 (EXTN - 606 /531)  
Website – www.lifecarehll.com

**INDEMNITY CERTIFICATE**

Dear Sir,

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

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

Signature.....

Name.....

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



**Annexure 08**

**CHECK LIST**

<b>S I N O</b>	<b>PARTICULAR OF DOCUMENT</b>	<b>ATTA CHED / NOT ATTAC HED</b>	<b>PAGE NO</b>	<b>Remarks</b>
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum if Any)			
4	Copy of Udyog Aadhaar, in case of MSE bidders			
5	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
6	Documentary proof attested by Chartered Accountant for establishing the average annual turnover of Rs.3 Crores (Rupees Three Crores only)			
7	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
8	Annexure 1 - Self Declaration			
9	Annexure 2 - Bid Form			
10	Annexure 3 - Under taking letter for replacement of complaint/defective goods			
11	Annexure 4 – Product List			
12	Annexure 5 - List of Quoted Product			
13	Annexure 6 - Category details of Organization			
14	Annexure 7 - Indemnity Certificate			
15	Annexure 8 - Check List			
16	Annexure 9 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
17	Annexure 10 - Make In India Preference (Self Declaration)			
18	Annexure 11- Fall Clause Declaration			
19	Annexure 12 – Non Conviction certificate			
20	Copy of PAN Card & GSTN details			

**SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017**

We,

.....  
.....  
.....

**(Include name and address of the bidder)**

Hereby declare that we are eligible to bid for the tender: .....

**(Include tender number and date)**

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:  
Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

**SELF DECLARATION – MAKE IN INDIA PREFERENCE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for \_\_\_\_\_ the \_\_\_\_\_ material \_\_\_\_\_ against \_\_\_\_\_ Tender No \_\_\_\_\_ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

**FALL CLAUSE DECLARATION**

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.

Seal and Signature of Authorized Signatory

**Non Conviction Certificate**

(self declaration to be printed in letter head)

This is to certify that \_\_\_\_\_ situated at

\_\_\_\_\_ has 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 / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, 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 for the de-registered or debarred or blacklisted or banned / suspended product quoted, submitted by us against this Tender.

**Date:**

**Place:**

**Signature of the Bidder:**

**Name with seal:**

**Designation:**

**Address:**