E - Tender document for the manufacture & supply of Pharmaceutical Products under rate contract for 24 months

NIT No. HLL/CHO/PSD/MKTG/2026-27/06 DT: 02.11.2026

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NOTICE INVITING TENDER (NIT)

NIT No: HLL/CHO/PSD/MKTG/2026-27/06 **02-11-2026**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent and experienced parties who are capable of manufacturing and supply items as per our tender requirements.

Sl No	Particulars	Description
1	Name of Item/Work	E-Tender for manufacture & supply of Pharmaceuticals Products under rate contract for 24 Months
2	Location of Delivery	HLL Depot / CFA Anywhere in India
3	Brief description of Item/Work	Supply of Pharmaceutical Product in HLL Brand Name Under Rate Contract for 24 Months
4	Bid Security/EMD	50,000/-
5	Bid submission fee/Tender fee	5,000/-
6	Period of completion	Rate contract for 24 months from the date of opening of financial bid
7	Bid Validity	180 days from the date of opening of bid
8	Eligibility criteria for Bidders	As per Tender document
9	Last date and time for online submission of online bids	**09-11-2026 : 15.00**
10	Date and time of opening of e-tender	**10-11-2026 : 15.00**
11	Address for Communication	Vice President (PS) & GH (HCS) Procurement Services HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram – 695012 E-mail: hllsd@lifecarehll.com

***Bidders**

ABSTRACT

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SECTION I
GENERAL INSTRUCTION TO BIDDERS (GIB)

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, Policy Related - 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:

    Vice President (PS) & GH (HCS)
    Procurement Service Division
    HLL Lifecare Ltd.
    HLL Bhavan, Poojappura,
    Thiruvananthapuram - 695012, Kerala, India
    Tel: +91 4712353932, 2354949, 2350959, 2350961,
    Email ID: hllsd@lifecarehll.com

15. The bids shall be opened online at the **Office of the Vice President (PS) & GH (HCS)** in 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 Vice President (PS) & GH (HCS) 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). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Pre-bid meeting: Not Applicable for this tender

iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: https://etenders.gov.in/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 Limited, Trivandrum,
A/c number : 00630330000035
IFSC Code : HDFC0000063
Branch name : Vazhuthacaud Branch, HDFC Bank Limited, Trivandrum

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. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.

22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit , black listing etc., as deemed fit by HLL Lifecare Limited.

23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.
26. Submission Process:

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

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.

Vice President (PS) & GH (HCS)

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

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's Vending Business division is operating across the country to promote female Sanitation, promote family planning and control HIV/AIDS. HLL's Vending Business division has already installed 12000 machines pan India and is running successfully.

HLL is looking for vendors who can manufacture and supply Pharmaceutical Products.

Product Specification

S. NO.	Generic Name	Composition	UoM	Pack spec	Packing Spec	Shelf life	Ref Brand	Ref company
1	Mifepristone 25mg Tablets	Mifepristone 25mg	10's	Blister pack	1 corr box = 20 DC, 1 DC = 10 BC; 1BC=, 1 Strip = 10 tablets.	Minimum 24 months	Fibroease	Akkumentis
2	Mifepristone 25mg Tablets (PS)	Mifepristone 25mg	2's	Blister pack	1 corr box = 20 DC, 1 DC = 10 BC; 1BC=, 1 Strip = 2 tablets.	Minimum 24 months	Fibroease	Akkumentis
3	Metformin Hydrochloride Sustained Release Tablets IP 500mg	Each film coated tablet contains: Metformin Hydrochloride Sustained Release Tablets IP 500mg	10's	Blister strip	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Glycomet	USV
4	Metformin Hydrochloride Sustained Release Tablets IP 500mg Physician Sample	Each Uncoated Sustained Release Tablet Contains: Metformin Hydrochloride IP 500mg Excipients q.s.	2's	blister Strip	1 Corragated box= 20 srinkwraps; 1 shrinkwrap = 40 BC; 1 BC= 1 strip; 1 strip = 2 tabs (20x40x01x02 tablets)	Minimum 24 months		
5	Pantoprazole Tablets IP 40mg	Each enteric coated tablet contains: Pantoprazole Sodium IP equivalent to Pantoprazole 40mg. Colour: Ferric oxide yellow USP NF ; Titanium dioxide	15's	Alu -Alu	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =15 tabs	Minimum 24 months	Pantocid	Sun pharma
6	Pantoprazole Tablets IP 40mg Physician Sample	Each enteric coated tablet contains: Pantoprazole Sodium IP equivalent to Pantoprazole 40mg. Colour: Ferric oxide yellow USP NF ; Titanium dioxide	2's	Alu -Alu	1 Corragated box= 20 srinkwraps; 1 shrinkwrap = 40 BC; 1 BC= 1 strip; 1 strip = 2 tabs (20x40x01x02 tablets)	Minimum 24 months	Pantocid	Sun pharma
7	Glimepiride 0.5mg + Metformin 500mg	Each uncoated bilayered tablets contains Metformin hydrochloride IP 500 mg (as sustained release) + Glimepiride IP 0.5mg	10's	Blister strip	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Glycomet P	USV
8	Amlodipine 5mg	Each uncoated tablet contains Amlodipine besilate IP equivalent to amlodipine 5mg	30's	Blister strip	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Amlong	Micro labs
9	Amlodipine 5mg Physician Sample	Each uncoated tablet contains: Amlodipine Besilate IP Eq. to Amlodipine 5 mg	2's	blister	1 Corragated box= 20 srinkwraps; 1 shrinkwrap = 40 BC; 1 BC= 1 strip; 1 strip = 2 tabs (20x40x01x02 tablets)	Minimum 24 months		
10	Azithromycin 500 mg	Each film coated tablet contains Azithromycin IP (as dihydrate equivalent to Azithromycin anhydrous 500mg	5's	Blister strip	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =5 tabs	Minimum 24 months	Azithral	Alembi c

S. NO.	Generic Name	Composition	UoM	Pack spec	Packing Spec	Shelf life	Ref Brand	Ref company
11	Montelukast sodium 10mg + Levocetrizine 5mg	Each uncoated bilayered tablet contains Montelukast sodium IP equivalent to Montelukast 10mg and Levocetrizine hydrochloride 5mg	15's	Alu-Alu	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =15 tabs	Minimum 24 months	Montair LC	Cipla
12	Aceclofenac 100mg +Paracetamol 325 mg	Each film coated tablet contains Aceclofenac IP 100 mg+Paracetamol IP 325 mg	10's	Blister strip	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Zerodol P	IPCA
13	Aceclofenac 100mg +Paracetamol 325 mg Physician Sample	Each film coated tablet contains: Aceclofeanc IP 100mg Paracetamol IP 325mg	2's	BLISTER	1 Corragated box= 20 shrinkwraps; 1 shrinkwrap = 40 BC; 1 BC= 1 strip; 1 strip = 2 tabs (20x40x01x02 tablets)	Minimum 24 months	Zerodol P	IPCA
14	Ondansetron Orally disintegrating 4mg	Each uncoated tablet contains Ondansetron IP 4mg	10"s	Alu-Strip packing	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Emeset 4 ODT	CIPLA
15	Cefixime tablets IP	Each film coated tablet contains cefixime IP (as trihydrate) equivalent to anhydrous cefixime 200mg	10's	Alu-Alu	1 Corragetd box = 20 DC; 1 DC= 10 strips; 1 Strip =10 tabs	Minimum 24 months	Taxim O	Alkem
16	Cefixime tablets IP Physician Sample	Each film coated tablet contains : Cefixime IP as Trihydrate eq. to Anhydrous Cefixime 200 mg	2's	alu alu	1 Corragated box= 20 shrinkwraps; 1 shrinkwrap = 40 BC; 1 BC= 1 strip; 1 strip = 2 tabs (20x40x01x02 tablets)	Minimum 24 months	Taxim O	Alkem
17	Vitamin D3 (Chocalciferol) 2000 IU capsules	Each soft gelatin capsules contain Vitamin D3 IP 2000 IU	10's	Strip	1 Corragetd box = 20 DC; 1 DC= 10 BC ; 1BC=1 strip; 1 Strip =10 tabs	Minimum 24 months	D rise	USV

Packing Material Specification	
BABY CARTON	350Gsm foreign art card with 4 Colour printing, single side printing, finishing with outer gloss lamination with dye punching and pasting
DISPLAY CARTON	350Gsm ITC saffaire graphic 4 Colour printing, single side printing, finishing with outer gloss lamination with dye punching and pasting
MASTER CARTON (CORRUGATED BOX)	Narrow Flute 7 Ply Corrugated Card Board Box Total Gsm = >1147 inner & outer ply virgin kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double stapling using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line bituminised) 160, Inner lining 120x3 flute= 150x3 (@35% extra for 3 ply corrugating). Direction of flute: Vertical, nature of flute: Narrow. Punch Resistance - Not less than 45deg. C 0Zs per tear inch. Bursting strength: 15 kg/cm2 (min.) (bursting factor not less than 20, Gum -Nature: Starch Based.).
ALUMINIUM FOIL	Thickness- 0.021mm to 0.022 mm (21 to 22 micron), Gsm - 59 (54 to 56 aluminium + HSL 3 min.)
PVC/PVDC	Food Grade Thermo formable transparent blister foil. Thickness= 0.35 mm max. Gsm= 320 to 330, Sealing= Proper sealing, PVC= Non Toxic - PVC food grade, Yield= 3.125 to 3.03 mt2/ kg

A.INTRODUCTION

1. Eligible Bidders

1.1 Only primary manufacturers are eligible to participate in this tender.

1.2 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.

1.3 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 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 at SECTION XIV Annex III of Appendix) with respect to this order must be submitted.

1.4 Manufacture and supply the product in HLL's Brand Name under **Contract manufacturing agreement.**

1.5 Supply the product to various HLL Depot / Carrying & Forwarding Agents across India

1.6 Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to IP/BP/USP for each batch of all products purchased from the party.

1.7 The artwork for packing materials shall be provided by HLL.

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 as physical form to the address mentioned in the NIT

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 and special Conditions of Contract
e. Annexures to Bid
f. 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:

The technical bid (Cover A) shall consist of the following.

a) Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax/ GST registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.

b) 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 Managing Director / Partner / Proprietor

c) Copy of valid product permission for each of the quoted product.

d) Copy of valid WHO GMP certificate to be submitted.

e) Copy of manufacturing capacity certificate duly certified by Drug department or certification from a qualified chartered accountant.

f) Copy of Site Master file of factory and details of onsite quality assurance and lab facilities with details of equipments available

g) Copy of Recent NoN conviction certificate.

h) Last three years P & L account and balance sheet duly certified by a Chartered Accountant.

i) Last three years production details of the items to be supplied duly certified by Drug department or a chartered accountant.

j) Last three years purchase orders received from various agencies for the supply of similar products.

k) Copy of PAN Card & GSTN details

l) Power of Attorney in stamp paper (of appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.

m) Organization Structure and Profile of Senior personnel and man power details of the company

n) The bidder is to submit a self declaration stating that the bidder or principal manufacturer is not black listed nor debarred by any Government departments / Agencies / statutory bodies against the supply of the goods/products tendered for. In the event of any false declaration the bids submitted by the bidder would be rejected.

o) Duly filled & signed bid form as per Section VI

p) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.

q) Duly signed and sealed Pre-contract integrity pact as per Section XIII

r) Duly filled Indemnity Certificate as per Section XII

s) Duly filled Bid Securing Declaration as per Section XV

t) Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

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.

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 all materials, freight charges, GST or any other tax etc. and on **Door delivery basis HLL Stores, anywhere in India.**

8.3 The rates and prices quoted by the bidder shall remain firm during the entire period of contract. The price quoted will be valid for a period of two years from the date of opening of financial bid

8.4 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance to on door delivery basis HLL Depot / CFA anywhere in India.

8.5 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.

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/eprocure/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.

10.1 The tender is invited in **2 Envelope system** from the registered and eligible firms at CPP Portal.

10.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Technical bid):

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

b) Envelope – II (Financial Bid): The Financial e-Bid through CPP portal.

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

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

(i) The Unit basic price of the product including freight Charges for inland transportation to HLL Depot / CFA Any where in India on Door Delivery Basis.

(ii) HSN Code and GST as applicable in percentage and amount.

(iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation.

(iv) Prices shall be quoted in Indian Rupees.

Note:-

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

a) 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.

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

11.2 Modification, Resubmission and Withdrawal of Bids

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

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

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

12. Bid Opening and Evaluation

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

13. Bid Opening Process

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

a) Envelope - I: Envelop-I 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.

b) 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.

c) Envelope -II: 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)

13.2. 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.

14. Confidentiality

14.1. 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.

14.2 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.

15. Clarification of Bids

15.1. 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.

15.2. 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.

16. Examination of Bids, and Determination of Responsiveness

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

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

A material deviation or reservation is one:-

a. which affects in any substantial way the scope, quality, or performance of the Works;

b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;

or

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

16.3. 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.

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

16.5. 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.

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

17. Negotiation on Bids

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

18. Bid Validity

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

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

19. Statutory exemptions:

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.

20. Bid Security (EMD)

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

vi. 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.

ii) In such cases the work shall be rearranged at the risk and cost of the selected bidder

iii) The Bid Security deposited will not carry any interest.

21. Tender processing fee

21.1 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 in Government eProcurement portal only.

21.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

21.3 Tender Fee remitted will not be refunded.

22. Alterations and additions

22.1 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.

22.2 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.

23. INDEMNIFICATION CLAUSE

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

24. SECURITY DEPOSIT

24.1 Deleted

25. PERFORMANCE SECURITY & SECURITY DEPOSIT

25.1 Deleted

26. PAYMENT TERMS

26.1The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, - Door delivery basis HLL Lifecare Limited, anywhere in India

26.2 Payment shall be made within 30 days from the date of receipt and acceptance of goods at the warehouse at HLL Lifecare Limited, anywhere in India.

26.3.Test Reports are to be forwarded along with the original invoices.

26.4 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.

27. Delivery Terms

Goods must be delivered within 30 days of issue of purchase order by HLL.

28. DELAY IN DELIVERY OF GOODS

28.1 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.

28.2 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.

28.3 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. 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. 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.

28.4 If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of Supplier and if the purchase happens at a price higher than the ordered rates, the Purchaser shall have the right to claim the difference upon whom order was originally placed and Supplier will be under obligation to pay the same. The Purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

29. 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

30. AWARD CRITERIA

30.1 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

31. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

31.1 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

32. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

32.1 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.

33. NOTIFICATION OF AWARD

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

33.2 The notification of award will constitute the formation of the contract

34. SIGNING OF SUPPLY AGREEMENT

34.1 The successful bidder has to sign a supply agreement in a non judicial stamp paper of Rs.200/-, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 21 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

34.2 The Original agreement will be valid for a period of two years from the date of opening of financial bid and may be renewed on mutually agreed terms & conditions for a further period of one year.

35. 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.

36. 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.

37. RISK PURCHASE

If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of 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.

38. INSPECTION

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.

39. SHELF LIFE

The supplies of medicines / drugs should be from fresh stock only. Minimum desirable shelf life is mentioned along with product details. At the time of receipt of medicines, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6th of the life of the drug.

40. INDEMNITY

The supplier agrees to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, legal issues etc. arising out of supply of drugs.

41. SHORT SUPPLY

If any shortages in sealed boxes received by HLL 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 Door delivery value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent Door delivery. value corresponding to quantity found short.

42. 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.

43. 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.

44. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The details of the present Independent External Monitor for HLL is given below.

Email: iemhll@lifecarehll.com

45. 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 SECTION XII

46. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDER(S) FROM COUNTRY SHARING LAND BORDER WITH INDIA.

Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this EOI only if the Bidder(s) 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(s) 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.

47. 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 MSME shall not be applicable who are only involved the trading of the product under the scope of this EOI.

48. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

Statutory exemptions As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the HLL reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' of the aforesaid order of DIPP) has to submit their BID(s) as per the said order as briefed below, failing which their bid will be evaluated without considering such preference mentioned in the DIPP order:

a) The local Supplier at the time of BID, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 Crs. the local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 . The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006. The orders mandate that purchase preference shall be given to local Suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

a) In procurement of goods/ services where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible.

b) If the estimated value of procurement of goods /services is more than Rs.50 lakhs and which are divisible in nature, the following procedure would apply:

I. In case L1 firm is a local supplier:

i) The L1 bidder will be awarded full quantity or 75% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.

ii) MSME bidders falling under the margin of purchase preference would be awarded upto 25% of the bidded quantity subject to matching the L-1 rate.

II. In case L1 firm is not a local supplier.:

i) 50% of the BID quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

ii) The MSE bidders falling under Purchase Preference would be awarded 25% of the bidded quantity subject to matching the L-1 price.

(c) If the estimated value of procurement of goods/ services is more than Rs.50 lakhs and which are not divisible, the following procedure would apply:

i). Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.

ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.

iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

SECTION III

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;

(h) "The Supplier" means the individual or firm supplying the Goods under this Contract;

(i) "Day" means calendar day.

(j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in 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, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

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. PATENT RIGHTS

5.1 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.

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

6. INSPECTION AND TESTS

6.1 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.

6.2 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.

6.3 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.

6.4 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 despatched.

7. PACKING

7.1 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.

7.2 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

8. DELIVERY AND DOCUMENTS

8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of despatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

9. INSURANCE

The Goods supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

10. PAYMENT

10.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

10.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

10.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

10.4 Payment shall be made in Indian Rupees.

11. PRICES

11.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

12. CHANGE ORDERS

12.1 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) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing

(c) the place of delivery; or

(d) the services to be provided by the Supplier.

12.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

13. CONTRACT AMENDMENTS

13.1 Subject to GCC Clause 14, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. ASSIGNMENT

14.1 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.

15. SUBCONTRACTS

15.1 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.

16. LIQUIDATED DAMAGES

16.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the 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 the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

17. TERMINATION BY DEFAULT

17.1 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.

17.2 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 to the extent not terminated.

18. FORCE MAJEURE

18.1 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.

18.2 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.

19. TERMINATION FOR INSOLVENCY

19.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20. RESOLUTION OF DISPUTES

20.1 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.

20.2 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.

21. GOVERNING LANGUAGE

21.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. APPLICABLE LAW

22.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

23. NOTICES

23.1 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.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. TAXES AND DUTIES

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees, octroi, **loading & unloading charges etc**., incurred until delivery of the contracted Goods to the Purchaser.

25. PERFORMANCE SECURITY & SECURITY DEPOSIT

Deleted

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC Clause 1)

(a)The Purchaser is HLL Lifecare Limited, Thiruvananthapuram.

2. INSPECTION AND TESTS (GCC Clause 6)

2.1 The following inspection procedures and tests are required by the Purchaser; The Supplier shall get goods inspected in manufacturer's works/facility and submit a test certificate that the product conforms to laid down specifications.

2.2 The Purchaser or its representative shall have the right to inspect the goods for their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the goods on receipt at destination.

2.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to replace the defective goods at his own cost to the satisfaction of the Purchaser.

3. INSURANCE (GCC Clause 9)

3.1 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.

4. PAYMENT (GCC Clause 10)

4.1 Payment for Goods and Services shall be made in currency of bid as follows:

i) No advance payment is payable.

ii) Payment shall be made within 30 days from the date of receipt and acceptance of goods at the warehouse as mentioned in the purchase order.

5. PRICES (GCC Clause 11)

5.1 Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

6. SUB CONTRACT (GCC Clause 15)

Add at the end of sub-clause 15.1 the following:

6.1 Sub-contract shall be only for bought-out items and sub-assemblies.

7. LIQUIDATED DAMAGES (GCC Clause 16)

7.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the penalty. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier or fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

8. RESOLUTION OF DISPUTES (GCC Clause 20)

Add as GCC Clauses 20.3 and 20.4 the following:

8.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 20 shall be as follows:

(a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation (Amendment) Act 2015 by a Sole Arbitrator to be nominated by the Indian Council of Arbitration, New Delhi.

8.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram. The seat of arbitration shall be Kerala.

8.3 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

SECTION V

PRICE BID

*Refer BOQ

SECTION VI

BID FORM

NIT No. HLL/CHO/PSD/MKTG/2026-27/06 Dt: 02-11-2026

To:

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

Dear Sir

We, the undersigned have examined the above-mentioned NIT, including amendment / corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this NIT.

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount as per the terms of this NIT.

We also accordingly confirm to abide by this NIT to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We confirm that we do not stand deregistered / banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any.

Dated this ..... day of ..... 20.....

_____

(Signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

DEVIATIONS /EXCLUSIONS SCHEDULE:

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

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

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

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

Date

Place :

Signature :

Name:
Designation:

Seal:

SECTION VII

SELF-DECLARATION BLACK LISTED

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

This is to certify that our company has not been Black Listed /debarred or found guilty of malpractise /misconduct either by State Government or Government of India in connection with manufacture and supply of any of the product(s) quoted during the last 5 years period.

Date:

Place:

Signature:

Name:
Designation:
Seal:

SECTION VIII

SELF DECLERATION- NOT SPURIOUS

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby guarantee that the drugs supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious drugs. We assure that the drugs/medicines to be supplied shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

Signature:

Designation and Seal

Date:

SECTION IX

PERFORMA FOR PERFORMANCE STATEMENT

(For a period of last Two years)

Bid no: _____ Date of Opening_____ Time_____hrs

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder _____

Countersigned by and seal of Chartered Accountant ----------

Qualification form

CAPACITY AND QUALITY CERTIFICATION FORM

NIT NO. DATE

1. Name of the firm:
   Address _____
   Telephone _____ Telex _____
   Telefax _____ Cable _____
2. Name of principals or owner(s):
   Address _____
   Telephone _____ Telex _____
   Telefax _____ Cable _____
3. _____(Name of Manufacturer) is properly registered to supply pharmaceuticals or vaccines or medical devices in India, is in good legal and statutory standing with the responsible health authorities and is licensed as a primary manufacturer of the range of pharmaceuticals or vaccines or medical devices to be offered. (The list of items to be offered is attached).

4. The production capacities for _____ (name of Manufacturer) follow:

   The installed capacity for this firm is as follows:

Annual Capacity Non-Sterile		Annual Capacity Sterile
Dry:	Tablets	Vials
Capsules		Bottles
Sachets		

   _____

   Wet: Internal
   (Liquids and Colloids)
   Syrups Ampoules
   Suppositories I.V. Fluids
   Aerosols
   External
   Liquids Drops/Ointments
   Creams
   Ointments

5. _____ (Name of Manufacturer) retains full records of production batches and quality control test results, has demonstrated compliance with the M GMP quality standards during the past one year, and will exhibit these on request.

6. _____ (Name of Manufacturer) has manufactured and marketed the specific goods covered by this tender document (Pharmaceuticals mentioned in the Product Code(s) offered), for at least two (2) years as per details of batch No. & date of manufacture given below and similar goods for atleast five (5) years.

7. We hereby certify that the above information is true and accurate to the best of our knowledge.

   Signature of the Authority of company _____ Date:

   Full name (Printed) _____

   Position _____

SECTION X

UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any market complaint arises, we (name-----) take the responsibility to call back the complaint batches and replace and deliver the replaced stocks to HLL ware house at Chennai free of cost within 45 days.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram – 695012
Kerala, India

Dear Sir,

We hereby guarantee you that the goods supplied by us will be according to The Drugs & Cosmetic Act, 1940 and in case of any quality issues of the drugs supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

SECTION-XI

LIST OF QUOTED PRODUCT

Sl No	Name of Items	UOM	Quoted / Not Quoted
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

Signature and Seal of the Bidder.....

SECTION XII

To,

VICE PRESIDENT (PS) & GH (HCS),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

SECTION-XIII

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ------^{t} day of the month of ----------,

Between

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

---------- India represented by Shri ----------
(hereinafter called the "BIDDER / Seller" / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ CONTRACTORs

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERs shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause .5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. 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.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Shri P. Mallikharjuna Rao, IFoS (Retd.), as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri Ravi Dutt Kamboj, IFoS (Retd.)

Former Additional Principal Chief Conservator of Forest, Gujarat

Email : iemhll@lifecarehll.com

7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.

7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL	**BIDDER**
Ms Anitha Thampi Chairman and Managing Director HLL Lifecare Limited, Thiruvananthapuram.	(Name & Designation)
Witness	Witness
1……..	1……
2……	2……..……..

* Provisions of these clauses would be amended /deleted in line with the policy of HLL in regard to involvement of Indian agents of foreign suppliers.

SECTION XIV

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 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

SECTION XV

BID SECURING DECLARATION

Tender for Manufacture and Supply of Pharmaceutical Products under Rate Contract for 24 Months

Tender No. HLL/CHO/PSD/MKTG/2026-27/06 Date: 02-11-2026

To,

VICE PRESIDENT (PS) & GH (HCS),
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712354949
Website – www.lifecarehll.com

Dear Sir,

We hereby confirm that, if we, M/s ……. withdraw or modify our bids pertaining to the tender (Tender Number and Date) ……... during the period of validity, or if we are awarded the contract and fail to sign the contract, or fail to deliver the items as per the requirements or fail to submit a performance security before the deadline defined in the tender document, will be suspended for the period of time as per the discretion of the tenderer.

Signature

Name

Designation and Common Seal

Station

Date

SECTION XVI

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:

SECTION XVII

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

SECTION XVIII

Category details of organization

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
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 section 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:

Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

SECTION XIX

Bidder Info

The bidder should provide the following details in company letter head

- Bidder Name
- Address
- Contact Person
- Contact Number
- Email ID for communication
- GSTIN & PAN details

SECTION XX

CHECKLIST

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax/ GST registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
2	Tender Fee details- In Form of RTGS / NEFT			
3	EMD details in the form of RTGS / NEFT			
4	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 Managing Director / Partner / Proprietor			
5	Copy of valid product permission for each of the quoted product			
6	Copy of valid WHO GMP certificate to be submitted.			
7	Copy of manufacturing capacity certificate duly certified by Drug department or certification from a qualified chartered accountant.			
8	Copy of Site Master file of factory and details of onsite quality assurance and lab facilities with details of equipments available			
9	Copy of Recent Non conviction certificate			
10	Copy of last three years P & L A/c and Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
11	Last three years production details duly certified by Drug department or a chartered accountant			
12	Last three years Purchase orders received from various agencies for the supply of goods			
13	Copy of PAN card and GST details.			
14	Power of Attorney in stamp paper (Appropriate Stamp paper) duly notarized authorizing the signatory to sign the bids and transact business.			
15	Organization Structure and Profile of Senior personnel and man power details of the company			
16	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
17	Section 6 – Bid Form			
18	Section 7 – Self Declaration Blacklisted			
19	Section 8 – Self Declaration Not Spurious			
20	Section 9 – Performa for Performance Statement			
21	Section 10 – Under taking letter for replacement of complaint/defective goods			
22	Section 11 – List of Quoted products			
23	Section 12 – Indemnity Certificate			
24	Section 13 – Pre Contract Integrity Pact			
25	Section 14 - Make In India Preference (Self Declaration)			
26	Section 15 – Bid Securing Declaration			
27	Section 16 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
28	Section 17 - Fall Clause			
29	Section 18 - Category Details of Organization			
30	Section 19 – Bidder Info			
30	Section 20 - Checklist			