HLL Lifecare Limited
(A Government of India Enterprise)

Supply of Pharmaceutical Products to Government Institutions for current project and Empanelment of Suppliers for future projects

Tender No: HLL/SD/RBD/2018-19/TENDER/06 dated 11.07.2018

HLL Lifecare Limited
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India
Tel: 0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com
CIN: U25193KL1966GOI002621

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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Supply of Pharmaceutical Products to Government Institutions for current project and Empanelment of Suppliers for future projects

TENDER NO.	:	**HLL/SD/RBD/2018-19/TENDER/06**
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	11.07.2018, 14.30HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	25.07.2018. 11.30HRS
LAST DATE AND TIME FOR RECEIPTOFBIDS	:	25.07.2018, 14:30HRS
TIME AND DATE OF OPENING OFBIDS	:	25.07.2018, 15:00HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	Senior Manager (SD-RBD) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Email –sdrbdsouth@lifecarehll.com

ABSTRACT

SECTION I

NOTICE INVITINGTENDER

NOTICE INVITING TENDER

HLL/SD/RBD/2018-19/TENDER/06 dated 11.07.2018

HLL LIFECARE LIMITED (HLL) a Mini Ratna Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India, invites bids from interested parties under the two-bid system (Technical and Financial) for the **Supply of Pharmaceutical Products to Government Institutions for current project and Empanelment of Suppliers for future projects**

Date Of Commencement Of Sale Of Tender Document	11.07.2018, 14.30 HRS
Last Date For Sale Of Tender Document	25.07.2018, 11.30 HRS
Last Date And Time For Receipt Of Bids	**25.07.2018 (14:30 Hrs.)** *(at the office of the Senior Manager (Sourcing), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram):* Any bid received after the bid submission deadline prescribed in the tender, will be rejected
Date And Time Of Opening Of Technical Bids	**25.07.2018 (15:00 Hrs.)**
Place of opening of Technical bids	HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India
List of Products	Refer Annexure – I
Date, time and place of opening of Price bid of qualified vendors	Will be informed later
EMD	Rs 1,00,000/- in the form of bank guarantee or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank. i. EMD submitted will be treated as revolving EMD for the current price bid as well as for the future price bids for a period of one year/till the extended period whichever is later from the date of opening of the technical bid. ii. If the individual future projects price bid estimate exceeds the current EMD limit, then the differential EMD shall be collected along with the future price bid. HLL will return the EMD without any interest after the bid validity period or extended period whichever is later.
Bid validity	Price Bid Validity - 12 Months from the date of opening of the financial bid (current and future bids). Empanelment Validity – 12 months from the date of finalisation of the technical bid. HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.

Address for Communication	Senior Manager (Sourcing) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Email –sdrbdsouth@lifecarehll.com Website – www.lifecarehll.com

1. The complete set of bidding documents may be downloaded by any interested eligible bidder from the HLL web site(www.lifecarehll.com.) or from CPP portal www.eprocure.gov.in/cppp
2. Interested eligible bidders may submit their bidding documents at the office of the SENIOR MANAGER (SOURCING), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website –www.lifecarehll.com.

3. All bids must be accompanied by the items/documents specified herein and must be delivered to the SENIOR MANAGER (SOURCING)'s office on or before 25.07.2018, 14.30 HRS. Technical Bids will be opened on 25.07.2018, 15.00 HRS, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
4. Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
5. Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) or appropriate agency / authority shall be exempted from payment of Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit).

For further information if any, please feel free to contact the undersigned on E-mail: sdrbdsouth@lifecarehll.com. Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

Senior Manager (Sourcing Division-RBD)

Annexure- I

Product Details

The quantities indicated in the below list are tentative only. Actual procurement quantities will vary as per time to time requirement of HLL.

Sl no.	Name of Generic Medicine	Qty (nos)
1	Sodium Picosulphate 10 mg Tab	193910
2	Phenobarbitone I.P. 30 mg Tab	15300
3	Phenobarbitone I.P. 60mg Tab	33030
4	Isosorbide 5 Mononitrate I.P. 10mg Tab	98810
5	Diazepam I.P. 5 mg Tab	53900
6	Betahistine I.P. 24mg Tab	99460
7	Carbimazole I.P. 5mg Tab	62600
8	Isosorbide Dinitrate I.P. 10mg Tab	61150
9	ATENOLOL + CHLORTHALIDONE 50MG+ 12.5MG I.P. Tab	46200
10	Atorvastatin And Fenofibrate 10MG+ 145MG I.P. Tab	347410
11	Chlordiazepoxide +Clindium Bromide + Dicyclomine 5mg+2.5mg+10mg Tab	79500
12	Glimepiride+ Metformin +Voglibose 2mg+500mg+0.2mg I.P. Tab	210320
13	Chlorthalidon + Telmesartan I.P. 12.5mg+40mg Tab	310600
14	Metoprolol + Telmisartan I.P. 50mg+40mg Tab	100400
15	Betahistine I.P. 16mg Tab	383850
16	Mirtazapine I.P. 15mg Tab	135600
17	Itopride Tablet I.P. 50mg Tab	116300
18	Indapamide I.P. 1.5mg Tab	388590
19	Methotrexate I.P. 2.5 mg Tab	23882
20	Methotrexate I.P. 7.5mg Tab	29670
21	Methotrexate I.P. 10mg Tab	25976
22	Amlodipine and Hydrochlorothiazide I.P. 5mg+12.5mg Tab	188325
23	Methotrexate I.P. 5mg Tab	20430
24	Amlodipine And Nebivolol I.P. 5MG+ 5MG Tab	74130
25	Budesonide I.P. 200mcg/puff Rotacap	62430
26	Propranolol 40MG Cap	121960
27	Propranolol I.P. 10 mg Tab	74910
28	Carvedilol I.P. 3.125mg Tab	296750
29	Carvedilol I.P. 6.25mg Tab	238800
30	Amantadine I.P. 100 mg Cap	66350
31	Perindopril I.P. 4mg Tab	75240
32	Carvedilol I.P. 12.5mg Tab	131650
33	Glipizide and Metformin 5mg + 500mg Tab	81000
34	Finasteride And Tamsulosin I.P. 5MG+ 0.4MG Cap	80270
35	Thyroxine I.P. 50mcg Tab	1289750
36	Indapamide And Perindopril B.P. 1.25MG+ 4MG Tab	80750
37	Carbimazole I.P. 10 mg Tab	45200

38	Fluticasone And Salmeterol I.P. 500MCG+ 50MCG Rotacap	31510
39	Hydrochlorothiazide And Ramipril I.P. 12.5MG+ 5MG Tab	196350
40	Amlodipine and Atenolol I.P. 5MG+ 25MG Tab	119360
41	Etizolam I.P. 0.5mg Tab	158110
42	Ofloxacin and Tinidazole 200MG+ 600MG Tab	291300
43	Dothiepin 75mg Cap	34160
44	Hydrochlorothiazide 12.5mg Tab	245850
45	Lamotrigine 50mg Tab	58900
46	Amitriptyline 10MG Tab	202350
47	Diltiazem 60 mg Tab	91170
48	Lamotrigine 100mg Tab	50650
49	Amitriptyline 25 mg Tab	160250
50	Diltiazem 30mg Tab	180005
51	Aspirin And Clopidogrel 150MG+ 75MG Tab	425500
52	Alprazolam 0.25 mg Tab	553900
53	Alprazolam 0.5 mg Tab	299950
54	Tamsulosin 0.4MG Cap	588300
55	Terazosin 1 mg Tab	27530
56	Lorazepam 1 mg Tab	83060
57	Chlorzoxazone, Diclofenac And Paracetamol 250 mg+50 mg+325 mg Tab	433400
58	Tramadol B.P. 50MG Tab	383000
59	Itaconazol B.P. 100mg Tab/CAP	354400
60	Prednisolone I.P. 5mg Tab	161800
61	Doxofylline I.P. 400mg Tab	411600
62	Diacerein 50mg Cap	999900
63	Etoricoxib I.P. 60MG Tab	269200
64	Etoricoxib I.P. 120MG Tab	199240
65	Hydroxyzine I.P. 25mg Tab	151400
66	Calcium carbonate I.P. 500 mg Tab	1420900
67	Calcium Carbonate +Vit D3 1250mg+.25IU Cap	1435900
68	Zolpidem I.P. 10mg Tab	270900
69	Nebivolol I.P. 5mg Tab	312800
70	Isosorbide 5 Mononitrate B.P. 60MG Tab	46630
71	Carbamazepine I.P. 400 mg Tab	55950
72	Ranolazine I.P. 500mg Tab	233000
73	Loratadine 10MG Tab	175850
74	Multivitamin Tab	1503000
75	B-complex Tab	1472360
76	Dutasteride And Tamsulosin I.P. 0.5MG+ 0.4MG Tab	455490
77	Baclofen I.P. 10mg Tab	78840
78	Atorvastatin+Cholecalciferol I.P. 10mg+1000IU Tab	217590
79	Diclofenac +Metaxalone B.P. 50mg+400mg Tab	120100
80	Lornoxicam 8 mg Tab	38250
81	Citacolin +Piracetum 500mg+800mg Tab	129220
82	Levetiracetam USP 500mg Tab	330150

83	Oxcarbazepine 300mg Tab	128100
84	Tianeptine B.P. 12.5mg Tab	53770
85	Aceclofenac+ Paracetamol + Serratiopeptidase I.P. 100mg+325mg+15mg Tab	424300
86	Itopride And Pantoprazole I.P. 150MG+ 40MG Cap	296950
87	Ursodeoxycholic Acid I.P. 300MG Tab	695900
88	Linezolid I.P. 600mg Tab	70160
89	Levosulpiride+ Rabeprazole I.P. 75mg+20mg Tab	452000
90	Bromelain+Rutosid+Trypsin B.P. 180mg+200mg+96mg Tab	250520
91	Hydrochlorothiazide and Telmisartan 12.5MG+ 80MG Tab	345482
92	Lisinopril I.P. 5MG Tab	85170
93	Nicorandil I.P. 10mg Tab	230420
94	Nitroglycerin I.P. 2.5mg Cap	138400
95	Vinlafaxine B.P. 75mg Tab	50740
96	Fenofibrate I.P. 145mg Tab	340530
97	Nitroglycerin I.P. 2.6mg Tab	272350
98	Chlorthalidon + Telmesartan I.P. 12.5mg+80mg Tab	106980
99	Warfarin I.P. 5 mg Tab	34280
100	Norethisterone I.P. 5 mg Tab	37010
101	Betahistine I.P. 8mg Tab	243250
102	Allopurinol I.P. 100 mg Tab	527550
103	Nitrofurantoin I.P. 100 mg Tab	158100
104	Folic Acid I.P. 5mg Tab	491100
105	Acenocoumarol I.P. 2 mg Tab	64720
106	Prazosin I.P. 2.5mg Tab	165560
107	Ramipril I.P. 10mg Tab	98380
108	Spironolactone I.P. 25mg Tab	88830
109	Digoxin 250mcg Tab	46980
110	Glipizide I.P. 5 mg Tab	58330
111	Fluoxetine I.P. 20mg Cap	149300
112	Gabapentin Tablet I.P. 300 mg Tab	339100
113	Enalapril Maleate I.P. 2.5mg Tab	127730
114	Ramipril I.P. 2.5mg Tab	373900
115	Glibenclamide and Metformin I.P. 5 mg + 500mg Tab	42800
116	Phenytoin I.P. 100 mg Tab	321400
117	Enalapril Maleate I.P. 5mg Tab	222690
118	Metformin I.P. 850MG Tab	244900
119	Metoprolol I.P. 25MG Tab	436700
120	Isosorbide Dinitrate I.P. 5mg Tab	76510
121	Amytriptiline +Chlordiazepoxide I.P. 12.5mg+5mg Tab	23610
122	Amytriptiline +Chlordiazepoxide I.P. 25mg + 10mg Tab	16710
123	Mebeverine I.P. 200 mg Tab	64270
124	Alfuzosin And Dutasteride I.P. 10MG+ 0.5MG Tab	126270
125	Budesonide And Formotrol Fumarate 200mcg+6mcg Rotacap	73950
126	Tiotropium Bromide I.P. 0.18mcg Rotacap	78185
127	Budesonide And Formotrol Fumarate I.P. 400MCG+ 6MCG Resicap	44880

128	Fluticasone And Salmeterol I.P. 250MCG+ 50MCG Rotacap	81040
129	Ipratropium +Levosalbutamol I.P. 40MG+ 100MCG Rotacap	27130
130	Silver Sulphadiazine Sterile Cream 1% 500 G Jar	1359
131	Benzyl Benzoate Application Emulsion I.P 25% 500 ml Bottle	1039
132	Clotrimazole Pessaries I.P 200mg	15164
133	Fluconazole Tablet I.P 50mg	14960
134	Ornidazol Tablet I.P 500mg	51250
135	Anastrazole Tablet I.P 1mg	12290
136	Povidone Iodine Solution I.P 5%w/w 500ml Bottle	1087
137	Metoclopramide Syrup I.P 5 mg / 5ml 30 ml Bottle	2866
138	Prochlorperazine Tablet I.P 5mg	12750
139	Levothyroxine Tablet 100mcg	382425
140	Fluconazole Tablet I.P 200mg	33710
141	Metoclopramide Tablet I.P 10 mg	56770
142	Montelukast Tablet I.P 5mg	187600
143	Mefenamic Acid Capsule I.P 500mg	94850
144	Fluticasone Nasal spray 50mcg 10 ml/100 md Bottle	9175
145	Mebendazole Tablet I.P 100 mg	21474
146	Mebendazole Suspension 100 mg / 5 ml 30 ml Bottle	2461
147	Clotrimazole Lotion 1%w/v 15ml Bottle	8050
148	Amoxycillin and Potassium Clavulanate Dry Syrup 125MG+ 31.25MG 30ml Bottle	7930
149	Tranexamic acid Tablet 250mg	43560
150	Miconazole Cream I.P 2% 15 G Tube	14250
151	Fluocinolone Acetonide And Miconazole Nitrate Ointment 0.01%W/W+ 2%W/W 15G Tube	8580
152	Promethazine Syrup I.P 5mg/5ml 100 ml Bottle	7884
153	Loperamide Capsule I.P 2 mg	17805
154	Racecadotril Capsule 100mg	19705
155	Zinc Sulphate Syp Containing Elemental Zinc Syrup 20mg/5ml 60ml Bottle	9221
156	Sertraline Tablet 100mg	33740
157	Mometasone Aqueous Nasal spray I.P 50mcg 120MD Bottle	6043
158	Oxymetazoline Hcl Nasal Drop 0.05% 10ml Bottle	18195
159	Clotrimazole Ear Drop 1% 10ml vial	7890
160	Chloramphenicol Eye Drops I.P 0.5% w/v 5 ml Vial	10570
161	Tobramycin Eye Drops 0.30% 5 ml Bottle	14600
162	Carboxymethyl Cellulose (CMC) Eye Drops 1.00% 10 ml Bottle	74535
163	Dorzolamide Eye Drop 2% 5 ml vial	11495
164	Travoprost Eye Drop I.P 0.004% 2.5 ml vial	11661
165	Aceclofec Tablet 100 mg	157500
166	Aceclofec + Paracetamol Tablet 100mg + 325 mg	172475
167	Ciprofloxacin Tablet I.P 250mg	86325
168	Ciprofloxacin Tablet I.P 500mg	231850
169	Fluco0zole Capsule I.P 150mg	48850
170	Metronidazole Tablet I.P 400mg	176850

171	Cefuroxime Axetil Tablet I.P 500 mg	92125
172	Cefixime Tablet I.P 200mg	92650
173	Cefixime Tablet I.P 100mg	67925
174	Trimethoprim and Sulphamethoxazole Tablet I.P 160mg +800mg	27350
175	Atenolol Tablet I.P 50 mg	108900
176	Atorvastatin Tablet I.P 10 mg	558625
177	Atorvastatin Tablet 20MG	469425
178	Omeprazole Capsule I.P 20mg	280325
179	Ranitidine Tablet I.P 150mg	554025
180	Ranitidine Injection I.P 25mg/ml	735
181	Domperidone Tablet I.P 10mg	108025
182	Ascorbic Acid Tablet I.P 500mg	257725
183	Nimesulide Tablet 100mg	124725
184	Trimethoprim and Sulphamethoxazole Tablet I.P 80mg +400mg	35650
185	Amoxycillin and Cloxacillin Capsule 250mg + 250mg	248425
186	Frusemide Injection I.P 10 mg/ ml	191
187	Multivitamin Tablet As per Schedule V	739500
188	EACH UNCOATED TABLET CONTAINS NICOUMALONE IP 2MG	427500
189	EACH FILM COATED BILAYER TABLET CONTAINS ALFUZOSIN HYDROCHLORIDE BP 10MG AS EXTENDED RELEASE + DUTASTERIDE 0.5MG	429000
190	EACH UNCOATED TABLET CONTAINS GLIMEPIRIDE USP 3MG	1564500
191	EACH UNCOATED TABLET CONTAINS AMLODIPINE BESILATE IP EQ. TO AMLODIPINE 5MG + HYDROCHLOROTHIAZIDE IP 12.5MG	846000
192	EACH UNCOATED TABLET CONTAINS CLONIDINE HCL IP 100MCG	613500
193	EACH FILMCOATED TABLET CONTIANS HYDROXYZINEHCL 10MG	199500
194	EACH FILM COATED TABLET CONTAINS HYDROXYZINE HCL USP25MG	219000
195	EACH UNCOATED TABLETS CONTAINS ATENOLOL IP 50MG INDAPAMIDE USP 2.5MG	19500
196	EACH FILM COATED PROLONGED RELEASE TABLET CONTAIN VERAPAMIL HCL IP 120MG	61500
197	EACH UNCOATED TABLETS CONTAINS RAMIPRIL IP 5MG + HYDROCHLOROTHIAZIDE IP 12.5MG	859500
198	EACH SUGAR TABLET CONTAINS MEBEVERINE HCL IP 135MG	63000
199	EACH UNOCATED TABLET CONTAINS PERINDOPRIL ERBUMINE BP 2MG	43500
200	EACH UNCOATED SCORED TABLET CONTAINS PERINDOPRIL ERBUMINE BP 4MG	336000
201	EACH UNCOATED GREEN COLOR TABLET CONTAINS PERINDOPRIL ERBUMINE 8MG	18000
202	EACH UNCOATED SCORED TABLET CONTAINS PERINDOPRIL ERBUMINE BP 4MG AMLODIPINE BESILATE IP EQ TO AMLODIPINE 5MG	426000
203	EACH HARD GELATIN CAPSULE CONTAINS DILTIAZEM HYDROCHLORIDE IP 120MG IN THE FORM OF EXTENDED RELEASE PELLETS	487500
204	EACH UNCOATED TABLETS CONTAINS TORASEMIDE USP 5MG	1048500
205	EACH HARD GELATIN CAPSULES CONTAINS : ATORVASTATIN CALCIUM IP EQUIVALENT TO ATORVASTATIN 10MG, ASPIRIN IP 75MG AS ENTERIC COATED TABLET	8233500

206	EACH UNCOATED TABLET CONTAINS ENALAPRIL MALEATE IP 10MG + HYDROCHLORTHIAZIDE IP 25MG	7500
207	EACH FILM COATED TABLETS CONTAINS FENOFIBRATE BP 145MG	192000
208	EACH 2ML RESPULES CONTAINS FLUTICASONE PROPIONATE IP 0.5MG	52500
209	EACH FILM COATED TABLETS CONTIONS ITOPRIDE HYDROCHLORIDE 50MG	235500
210	EACH UNCOATED TABLET CONTAINS: GLIPIIZDE IP 5MG IN BETA - CYCLODEXTRIN EXCIPIENTS Q. S	213000
211	EACH FILM COATED TABLET CONTAINS HYDROXY CHLOROQUINE SULPHATE USP 200MG	1020000
212	EACH UNCOTED TABLET CONTAIN TERAZOSIN HYDROCHLORIDE USP EQ. TO TERAZOSIN 1MG	81000
213	EACH UNCOATED TABLET CONTAINS: LISINOPRIL DIHYDRATE IP EQ. TO LISINOPRIL 10MG	49500
214	EACH UNCOATED TABLET CONTAINS: LISINOPRIL DIHYDRATE IIP EQ. TO LISINOPRIL 5MG	279000
215	EACH FILM COATED TABLET CONTAINS INDAPAMIDE USP 2.5MG	24000
216	EACH FILM COATED TABLET CONTAINS LERCANIDIPINE HCL 10MG	105000
217	EACH FILM-COATED TABLET CONTAINS: MIGLITOL 25MG	97500
218	EACH FILM-COATED TABLET CONTAINS: MIGLITOL 50MG	403500
219	EACH PROLONGED RELEASED FILM COATED TABLET CONTAINS DILUTED ISOSORBIDE MONONITRATE IP EQ. TO ISOSORBIDE MONONITRATE 30MG	402000
220	EACH UNCOATED BILAYERED TABLET CONTAINS: NEBIVOLOL HYDROCHLORIDE IP EQ. TO NEBIVOLOL 5MG + S-AMLODIPINE BESYLATE EQ. TO S-AMLODIPINE 2.5MG	471000
221	EACH UNCOATED BILAYERED TABLET CONTAIN: NEBIVOLOL HCL IP EQ TO NEBIVOLOL 5MG AMLODIPINE BESILATE IP EQ TO AMLODIPINE 5MG	162000
222	EACH UNCOATED TABLET CONTAIN NEBIVOLOL HYDROCHLORIDE IP EQ. TO NEBIVOLOL 5MG HYDROCHLOROTHIAZIDE IP 12.5MG	16500
223	EACH UNCOATED TABLET CONTAINS: NEBIVOLOL HYDROCLORIDE IP EQUIVALENT TO NEBIVOLOL 5MG S - AMLODIPINE BESYLATE EQUIVALENT TO S - AMLODIPINE 2.5MG	565500
224	EACH FILM COATED TABLET CONTAINS ZOLPIDEM TARTARATE BP 10MG	319500
225	EACH FILM COATED TABLET CONTAIN ZOLPIDEM TARTARATE BP 5MG	489000
226	EACH CAPSULE CONTAINS: RAMIPRIL IP 2.5MG, HYDROCHLOROTHIAZIDE IP 12.5 MG	28500
227	EACH CAPSULE CONTAINS: RAMIPRIL IP 5MG, HYDROCHLOROTHIAZIDE IP 12.5 MG	181500
228	EACH FILM COATED TABLET CONTAINS RANITIDINE HYDROCHLORIDE IP 168MG EQ. TO RANITIDINE 150MG	5991000
229	EACH UNCOATED TABLET CONTAINS DILUTED ISOSORBIDE DINITRATE IP EQ TO ISOSORBIDE DINITRATE 5MG	378000
230	EACH SUGAR TABLET CONTAINS TIANEPTINE SODIUM BP 12.5MG	204000
231	EACH UNCOATED BYLAYERED TABLET CONTAINS GLIMEPIRIDE USP 2MG + METFORMIN HYDROCHLORIDE IP 500MG AS EXTENDED RELEASE + PIOGLITAZONE HYDROCHLORIDE IP EQ TO PIOGLITAZONE 15MG	102000
232	EACH UNCOATED BILAYERED TABLET CONTAINS GLIMEPIRIDE USP 2MG+METFORMIN HYDROCHLORIDE IP 500MG+PIOGLITAZONE HYDROCHLORIDE EQ TO PIOGLITAZONE 15MG IN SUSTAINED RELEASE FORM	928500
233	EACH SUSTAINED RELEASE FILM COATED TABLET CONTAINS AMITRIPTYLINE HCL IP 50MG	13500

234	EACH CAPSULES CONTAINS TAMSULOSIN HCL IP 0.4MG AS MODIFIED RELEASE PELLETS +FINASTERIDE USP 5MG AS FILM COATED TABLET	258000
235	EACH FILM COATED TABLET CONTAINS VALSARTAN USP 80MG	208500
236	EACH FILM COATED TABLET CONTAINS VALSARTAN USP 80MG	78000
237	EACHTIMED RELEASE CAPSULE CONTAIN DILUTED NITROGLYCERINE USP EQ TO NITROGLYCERIN 2.5MG	270000
238	EACH TIMED RELEASE CAPSULE CONTAINS DILUTED NITROGLYCERINE USP EQ TO NITROGLYCERIN 6.5MG	111000
239	EACH SUSTAIN RELEASE FILM COATED TABLET CONTAINS DICLOFENAC SODIUM IP 75MG	3082500
240	Tetracycline Hydrochloride 250mg Capsules	500000
241	Trimethoprim and Sulphamethoxazole Tablet IP 80mg + 400 mg	100000
242	Ibuprofen Tablet IP 400mg	600000
243	Frusemide Inj IP 10mg / ml	2000000
244	Theophyllin and Etophylline Inj 25.3 mg + 84.7 mg / ml	1500000
245	Trimethoprim and Sulphamethoxazole Tablet IP 160mg + 800 mg	100000
246	Ibuprofen Tablet IP 200mg	600000
247	Ceftazidime Inj IP 250mg Vial	500000
248	Ceftazidime Inj IP 500mg Vial	1000000
249	Erythromycin Stearate tablet IP 250mg	50000
250	B-complex Tablet	1000000
251	Clotrimazole Cream Ointment 2 %	1000000
252	Ascorbic acid tablet IP 500mg	2800000
253	Calcium and Vitamin D3 500 mg	4000000
254	Amoxycillin and Potassium Clavulanate Injection IP 1gm + 600mg 1.6g Vial	500000
255	Eplerenone 25mg Tablet	300000
256	Paroxetine 12.5mg Tablet	600000
257	Derifenacin 7.5mg Tablet	1500000
258	Tablet Deferasirox 100 mg	1000000
259	Tablet Deferasirox 400 mg	1000000
260	Bromocriptine tablet IP 2.5mg	2000000
261	Benzyl Benzoate application Emulsion IP 25% 500ml Bottle	100000
262	Haloperidol Tablet IP 10mg	2000000
263	Iburprofen tablet IP 200mg	1000000
264	Cloxacillin Capsule IP 500mg	500000
265	Tetracycline Capsule IP 250mg	500000
266	Clotrimazole Pessaries IP 200mg	500000
267	Fluconazole Tablet IP 50mg	1000000
268	Griseofulvin Tablet IP 125mg	600000
269	Ketoconazole Tablet IP 200mg	500000
270	Primaquine Tablet IP 7.5mg	1000000
271	Erythromycin stearate suspension 125mg / 5ml 60ml bottle	500000
272	Erythromycin stearate Tablet IP 250mg	500000
273	Ornidazol Tablet IP500mg	500000
274	Danazol Capsule IP 50mg	500000
275	Danazol Capsule IP 100mg	800000

276	Imatinib Tab 100mg	1500000
277	Hydroxyurea Capsule 500mg	500000
278	Imatinib Caps IP 400mg	1000000
279	Acenocoumarol Tablet 4mg	400000
280	Povidone Iodine Soultion IP 5% w/w 500 ml bottle	25000
281	Metoclopramide Syrup IP 5mg / 5ml 30ml bottle	1000000
282	Pheniramine tablet IP 25mg	250000
283	Flunarizine Tablet 5mg	500000
284	Metoclopramide Tablet IP 10mg	1000000
285	Mefenamic Acid Capsule IP 500mg	1000000
286	Fluticasone nasal spray 50mcg 10ml / 100 md bottle	50000
287	Tab Deferasirox 250mg	250000
288	Tab Deferasirox 500mg	200000
289	Mebendazole Tablet IP 100mg	500000
290	Mebendazole Suspension 100mg / 5ml 30 ml bottle	500000
291	Ampicillin Oral Suspension IP 125mg / 5ml 60 ml bottle	500000
292	Azithromycin Capsule IP 100mg	500000
293	Erythromycin Estolat Suspension 125mg / 5ml 60ml bottle	500000
294	Erythromycin Estolat tablet 250mg	500000
295	Erythromycin Estolat tablet 500mg	500000
296	Roxithromycin Dispersable tablet IP 50mg	500000
297	Primaquine Tablet IP 2.5mg	250000
298	Famciclobir tablet 250mg	200000
299	Clindamycin capsule IP 150mg	300000
300	Clotrimazole Lotion 1% w/v 15ml bottle	200000
301	Amoxycillin and Potassium Clavulanate Dry Syrup 125mg + 31.25mg 30 ml	300000
302	Tranexamic Acid Tablet 250mg	600000
303	Miconazole Cream IP 2% 15gm Tube	500000
304	Lindane Lotion 100ml bottle	100000
305	Fluocinolone Acetonide and Miconazole Nitrate Ointment 0.01% W/W 2% 15G	200000
306	Promethazine Tablet IP 10mg	100000
307	Promethazine Syrup IP 5mg / 5ml 100ml bottle	50000
308	Furazolidone tablet IP 100mg	100000
309	Loperamide Capsule IP 2mg	100000
310	Racecadotril Capsules 100mg	100000
311	Clomipramine Capsule IP 25mg (Offered Tablet)	250000
312	Sertaline Tablet 100mg	150000
313	Mometasone Aqueous Nasal Spray IP 50mcg 120MD Bottle	200000
314	Pralidoxime Chloride Injection IP 25mg/ml 1 G Vial	200000
315	Phenytoin Injection IP 50mg/ml 2 ml Amp	250000
316	Aciclovir Intravenous Infusion IP 500mg/vial Vial	500000
317	Tobramycin Injection IP 80mg 2 ml Vial	100000
318	Cisplatin Injection IP 10mg 10ml Vial	200000
319	Cytarabine Injection IP 100mg 1ml Vial	100000
320	L - Asparaginase Injection 5000 KU. 1ml vial	50000

321	Vinblastine Injection IP 10 mg 10 ml Vial	100000
322	Protamine Sulphate Injection IP 10mg / ml 5 ml Amp	250000
323	Sodium Nitroprusside Injection 50mg / 5ml 5ml Vial	500000
324	Nitroglycerin Injection 5mg/ml 5ml Amp	1500000
325	Phenoxybenzamine Injection 50mg /ml 1ml Amp	250000
326	Tropicamide Eye Drops IP 1% 5 ml vial	300000
327	Tropicamide and Phenylephrine Eye Drops 0.8% + 5% 5 ml Bottle	250000
328	Oxymetazoline Hcl Nasal Drop 0.05% 10ml Bottle.	250000
329	Clotrimazole Ear Drop 1% 10ml vial	100000
330	Vasopressin Injection IP 20 IU 1ml Amp	100000
331	Propofol Injection IP 10mg / ml 20 ml Vial	100000
332	Linezolid Infusion 2mg /ml 300 ml Bottle	100000
333	Fluconazole Injection 200mg / 100ml 100 ml Bottle	150000
334	Netlimicin Injection 300mg/3ml 3ml Amp	200000
335	Doxorubicin Injection IP 10mg 5ml Vial	200000
336	Doxorubicin Injection IP 50mg 25ml Vial	200000
337	Etoposide Injection IP 100 mg / 5 ml 5ml Vial	100000
338	Leucovorin Calcium Injection 50mg 5ml Vial	50000
339	Atracurium Injection 10 mg/ ml 2.5 ml Amp	50000
340	Octreotide Injection 50mcg 1ml Amp	100000
341	Bupivacaine Injection IP 50mg /10ml 20 ml Vial	100000
342	Teicoplanin Injection 200mg Vial	200000
343	Teicoplanin Injection 400mg Vial	200000
344	Bleomycin Injection IP 15mg Amp	200000
345	Cytarabine Injection IP 1000 mg 10ml Vial	300000
346	Heparin Injection IP 5000 IU / ml. 5 ml vial	250000
347	Phytomenadione Injection 10mg/ ml 1 ml Ampoule	200000
348	Enoxaparin Injection IP 20mg 0.2ml PFS	250000
349	Dobutamine Injection 50mg/ml 5 ml Vial	250000
350	Isoxsuprine Injection IP 5 mg / ml 2ml Amp	150000
351	Phenobarbitone Injection IP 200mg / ml 1 ml Amp	100000
352	Azithromycin Injection 500mg Vial	50000
353	Aztreonam Injection 1gm 1gm Vial	50000
354	Netlimicin Injection 50mg/ml 1ml Amp	200000
355	Piperacillin and Tazobactum Injection 2GM + 250MG 5ml vial	200000
356	Cyclosporine Injection 100 mg/ml 50 ml Vial	250000
357	Cytarabine Injection IP 500 mg 5 ml Vial	250000
358	Heparin Injection IP 1000 IU / ml 5ml Vial	250000
359	Labetalol Injection 20mg / 4ml 4ml Amp	100000
360	Milrinone Injection 1 mg / ml 10ml Amp	50000
361	Chloramphenicol Eye Drops IP 0.5% w/v 5 ml Vial	100000
362	Dorzolamide Eye Drop 2% 5 ml vial	100000
363	Travoprost Eye Drop IP 0.004% 2.5 ml vial	100000
364	Noradrenaline Bitartrate Injection IP 4mg/ ml 2ml Amp	100000

***The "UoM" mentioned may be "suggested packing configuration. Bidders can also offer items in their own packing packing configuration.**

**** Bidders are requested to quote either molecule wise (Generic), Branded Generic or Branded**

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

Company Background

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under Ministry of Health and Family Welfare. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin is the moulding hub for male condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters etc. The company has a wide network of stockist and retail outlets spread across the length and breadth of the country to market its products. HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centers and procurement consultancy services.

1. Scope of Work and Eligible Bidders

1.1 Principal manufacturer / Authorized distributors on behalf of Principal manufacturers are eligible to participate in this tender. Authorization form issued by the principal manufacturer to the authorized distributor, in case of authorized distributor quoting the tender is to be submitted along with technical bid.

1.2 Empanelment of technically qualified suppliers for a period of one year from the date of finalization of the technical bid for the supplies of pharmaceutical, and Surgical products arising from future projects.

1.3 For future projects, a price enquiry will be sent to all empanelled suppliers to submit their price bid with a submission dead line of maximum 14 days. Empanelled authorized agents need to attach renewed certificates, if any along with future price bids ,if the validity of already submitted certificates along with Technical bid –Part B got expired during the period of empanelment After due verification of the documents, if the same is found in order a letter to this effect, changing the scope of empanelment will be issued to the Authorized agent

1.4 Bidder shall be manufacturer having valid own manufacturing license/loan license. Direct importer holding valid import license are eligible to participate in the tender. Bidder can also submit their bids for their products manufactured on third party (contract manufacturing) agreement & bidder undertake to abide & own all responsibility including quality of products.

1.5 Principal Manufacturer should have valid WHO GMP Certificate or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product. Principal Manufacturer should have valid GMP Certificate under Schedule „M' of Drugs & Cosmetic Act 1940 on the date of bid opening for the category of products manufactured in India. Moreover, the Principal Manufacturer should assume responsibility to keep the Certificate valid throughout the validity period of the Contract awarded with reference to this tender. In case of the Authorized distributors they have to produce the GMP certificate held by

the principal manufacturer.

1.6 Delivery should be Free delivery on Door Delivery basis to / HLL designated CFA /Depot anywhere in India

1.7 The average annual turnover of the manufacturer in the last three financial (2015-16, 2016- 16, 2017-18) years shall not be less than Rs.20 crores and for Authorized distributor the annual turnover should be not less than Rs. 5 crores. A turn over certificate to this effect duly certified by a chartered accountant is to be submitted along with the tender

1.8 The tenderer should have a market standing for the last Two year. Documentary proof for the same in the form of supply orders from any Central/State Government Departments or Central/StatePSU'sorlocalbodiesorreputedPrivateInstitutionsistobesubmittedalong with the tender

1.9 Successful bidder must ensure strict compliance to all statutory regulations and quality guidelines. "Certificate of Analysis" for each batch of all products purchased from the party has to be submitted.

1.10 HLL reserves the right to accept or summarily reject bids from bidders based on their past performance in the supplies made to HLL, without assigning any reasons whatsoever.

1.11 Recent Self attested Non Conviction certificate shall be enclosed along with the technical bid.

1.12 The bid will be summarily rejected in case any or all of the following:

1. The bid with conditional and ambiguous clauses.
2. The bid without EMD

2. Ethical Standard

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

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

(i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution and

(ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

3. Product Details

Bidders are requested to quote either molecule wise (Generic), Branded Generic or Branded. Details of products required is attached as Annexure - I.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Contents of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

a. Instruction to Bidders(ITB)
b. General Conditions of Contract(GCC)

c. Qualification criteria
d. Bid Form
e. Self Declaration
f. Self Declaration not Spurious
g. Price Schedule
h. List of Quoted Items
i. Checklist

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed bythe Purchaser. Written copies ofthePurchaser's response(including anexplanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have responded to the Tender.

6.2 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

7.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission ofbids

7.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with thebids.

PREPARATION OF BIDS

8. Language ofBid

8.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shallgovern

9. Documents Comprising the Bid

9.1 . The bid consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un- amended printed literature, which shall be initialed by the person signing the bid.

9.2 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections..

10 Documents with Technical bid and Financial bid

10.1 Mandatory documents to be submitted along with Technical Bid - Part A for current project.

Following documents and forms are to be included in the technical bid and Financial bid respectively.

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

a) Earnest Money Deposit (EMD) in the form of bank Guarantee or DD for Rs 1,00,000/- (Rupees One Lakh Only) payable to HLL Lifecare Limited, Thiruvananthapuram from a nationalized /Scheduled bank. For Bank guarantee the validity should be 210 days from the date of opening of technical bid

A. <u>For manufacturer</u>

The following documents are to be submitted.

1. Bid form as per Section-V
2. Valid manufacturing license (Self–attestedCopy)
3. Copy of WHO GMP or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product.
4. Copy of Schedule M GMP certificate for products manufactured inIndia.
5. Self–attested Copy of PANCard
6. 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.
7. GST Registration certificate (Self–attested Copy)
8. List of all quoted products to HLL as per the format attached as Section -XII.
9. Section – VIII - Under taking letter for replacement of complaint/defective goods
10. Documentary proof establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authority.
11. Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years (2015-16, 2016-17, 2017-18) is not less than Rs.20 crores duly certified by a chartered accountant
12. Last two years (2016-17, 17-18) P & L account and balance sheet duly certified by a Chartered Accountant.
13. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
14. DD for EMD.
15. Submit copy of Recent Non conviction certificate.
16. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
17. Duly filled checklist as per section XIII.
18. Duly filled Pre-Contract Integrity Pact as per Section XIV

B. <u>For Authorized distributor/Importer/Marketer</u>

The following documents are to be submitted.

1. Bid form as per Section-V.
2. Copy of Valid drug license (Self–attested Copy).
3. In case of distributors quoting the tender, along with their certificate of registration details, place of registration, principal place of business; they would also be furnishing duly attested copy of manufacturing license of the principal manufacturer's and other relevant

documents.

4. Copy of WHO GMP or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product.
5. Copy of Schedule M GMP certificate of the manufacturer for products manufactured in India.
6. GST registration certificate (Self–attested Copy)
7. Self–attested Copy of the PAN Card.
8. Copy of import license (Applicable for importers).
9. List of all quoted products to HLL as per the sample format attached as Section-XII.
10. Section – VIII -Under taking letter for replacement of complaint/defective goods
11. Authorization letter from manufacturer (Self–attested Copy).
12. Documentary proof for establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authorities. (from the manufacturer in case of Authorized distributor)
13. Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years (2015-16, 16-17, 17-18) is not be less than Rs.5 crores certified by a chartered accountant. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturer in the last three financial years (2015-16, 16-17, 17-18) is not be less than Rs.20 crores certified by a chartered accountant is to be submitted.
14. Copy of Last Two years P & L account and balance sheet duly certified by a Chartered Accountant of the authorized distributor along with the principal manufacturer.
15. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
16. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
17. Duly filled checklist as per section XIII
18. DD for EMD.
19. Submit Copy of recent Non conviction certificate of the manufacturer.
20. Duly filled Pre-Contract Integrity Pact as per Section XIV

10.2 Mandatory documents to be submitted along with Technical Bid - Part B for Empanelment.

Manufactures/ Authorized agents have to submit all the relevant documents in Technical Bid - Part B as mentioned in clause 10.2A or 10.2B. for empanelment for all the items they are indent to participate in future projects whether the same are enclosed in Technical Bid part A or not.

A. <u>For manufacturer</u>

The following documents are to be submitted.

1. Bid form as per Section-V (if not submitted in 10.1A)
2. Valid manufacturing license (Self–attested Copy) (if not submitted in 10.1A)
3. Copy of WHO GMP or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product. (if not submitted in 10. 1A)
4. Copy of Schedule M GMP certificate for products manufactured in India. (if not submitted in 10. 1A)
5. Self–attested Copy of PAN Card (if not submitted in 10. 1A)
6. 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. (if not submitted in 10.1A)

7. GST Registration certificate (Self–attested Copy) (if not submitted in 10.1A)
8. Section – VIII - Under taking letter for replacement of complaint/defective goods (if not submitted in 10.1A)
9. Documentary proof establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authority. (if not submitted in 10.1A)
10. Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years (2015-16, 2016-17, 2017-18) is not less than Rs.20 crores duly certified by a chartered accountant (if not submitted in 10.1A)
11. Last two years (2016-17, 2017-18) P & L account and balance sheet duly certified by a Chartered Accountant. (if not submitted in 10.1A)
12. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized. (if not submitted in 10.1A)
13. DD for EMD. (if not submitted in 10.1A)
14. Submit copy of Recent Non conviction certificate. (if not submitted in 10.1A)
15. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages. (if not submitted in 10.1A)
16. Duly filled checklist as per section XIII. (if not submitted in 10.1A)
17. Duly filled Pre-Contract Integrity Pact as per Section XIV (if not submitted in 10.1A)

B. <u>For Authorized distributor/Importer/Marketer</u>

The following documents are to be submitted.

1. Bid form as per Section-V. (if not submitted in 10. 1B)
2. Copy of Valid drug license (Self–attested Copy). (if not submitted in 10. 1B)
3. In case of distributors quoting the tender, along with their certificate of registration details, place of registration, principal place of business; they would also be furnishing duly attested copy of manufacturing license of the principal manufacturer's and other relevant documents. (if not submitted in 10. 1B)
4. Copy of WHO GMP or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product. (if not submitted in 10. 1B)
5. Copy of Schedule M GMP certificate of the manufacturer for products manufactured in India. (if not submitted in 10. 1B)
6. GST registration certificate (Self–attested Copy) (if not submitted in 10. 1B)
7. Self–attested Copy of the PAN Card. (if not submitted in 10. 1B)
8. Copy of import license (Applicable for importers). (if not submitted in 10. 1B)
9. Section – VIII -Under taking letter for replacement of complaint/defective goods (if not submitted in 10. 1B)
10. Authorization letter from manufacturer (Self–attested Copy). (if not submitted in 10. 1B)
11. Documentary proof for establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authorities. (from the manufacturer in case of Authorized distributor) (if not submitted in 10. 1B)
12. Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years (2015-16, 2016-17, 2017-18) is not be less than Rs.5 crores certified by a chartered accountant. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturer in the last three financial years (2015-16, 2016-17, 2017-18) is not be less than Rs.20 crores certified by a chartered accountant is to be submitted. (if not submitted in 10. 1B)
13. Copy of Last Two years P & L account and balance sheet duly certified by a Chartered

Accountant of the authorized distributor along with the principal manufacturer. (if not submitted in 10. 1B)

14. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized. (if not submitted in 10. 1B)
15. Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages. (if not submitted in 10. 1B)
16. Duly filled checklist as per section XIII (if not submitted in 10. 1B)
17. DD for EMD. (if not submitted in 10. 1B)
18. Submit Copy of recent Non conviction certificate of the manufacturer. (if not submitted in 10. 1B)
19. Duly filled Pre-Contract Integrity Pact as per Section XIV (if not submitted in 10. 1B)

11 Financial Bid (Price Bid for the current project)

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

a) The Price must be quoted in accordance with Section IX attached.

b) The Price total must include all costs associated with Free delivery on Door Delivery basis to / HLL designated CFA /Depot anywhere in India

c) Net Unit Rate inclusive of all taxes and duties quoted per lowest unit of measurement i.e per Tablet/ Capsule/Vials etc will be considered for comparison of bidders.

d) Bidders are requested to provide a soft copy (excel format) of the price schedule in a CD along with Price bid envelop. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered fo revaluation.

12 Bid Form and EMD

12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

12.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

Sl No:	Description	Bid security Amount	Validity
1	EMD	Rs 1,00,000/-	For 210 days from the date of bid opening of technical bid.

12.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause12.8.

12.4 The bid security shall be denominated in the currency of the bid and shall be in one of the following forms:-

(a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section –XI A or another form acceptable to the Purchaser. The Validity should be 210 days from the date of opening of TechnicalBid.

(b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

12.5 Any bid not secured in accordance with ITB Clauses 12.2 will be rejected by the Purchaser as non-responsive.

12.6 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

12.7 The successful Bidder's bid security will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to GCC Clause28.

12.8 The EMD may be forfeited:-

(a) If aBidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
(ii) does not accept the correction of errors pursuant to ITB Clause24.2

(b) in the case of the successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30;or
(ii) to furnish performance security in accordance with GCC Clause28.

13. BidPrices

The prices are to be quoted as per the format given in this document and net unit rate unit must include all the taxes, freight charges for packing etc. and on Free delivery on Door Delivery basis to HLL designated CFA /Depot anywhere in India for a particular item /drug of the Schedule indicated in Section- IX. Only single rate is to be quoted for a particular item /drug of the schedule irrespective of the fact that the store may be required to be delivered at Free delivery on Door Delivery basis to HLL designated CFA /Depot anywhere inIndia.

The rates for all the item/drug listed in the Schedule must be quoted separately.

Rate quoted for packing other than required specified packing will not be considered and shall be summarily ignored.

The Bidder shall indicate on the proforma prescribed for Price Bid provided under **Section-IX** all the specified components of prices shown therein including the unit prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up.

However, while quoting rates for a item/drug listed in schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule specified in the price bid proforma.

For each item, bidder must offer the entire quantity mention in the tender document.

The delivery period is critical, therefore in case of any item/drug listed in schedule, two or more firms may be awarded the supply order, if so required or where it is found that a single firm will

not be in a position to meet the total requirements because of its limited manufacturing capacity or where the requirement is to be met within a shorter delivery schedule.

Correction if any should be rewritten under the full signature of the person signing the bid. The bidder shall sign the bid or a person duly authorised to bind the bidder to the contract. The authorised signatory should have power of attorney from the Proprietor / Partners of the firm/ MD / Chairman / President duly attested and signed by Notary Public. A copy of notarized power of attorney shall be furnished along with the bid.

The price quoted should be inclusive of all taxes and cost and also where any reduction on account of discounts etc. should also not be shown separately.

No conditional offer / discounts for early delivery / payment etc will be accepted. Any conditional price /rate quote (except where quotes are called on variable price basis) shall render the financial bid disqualified on ground of conditionality.

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Twenty Four months (can be extendible on mutually agreeable terms) from the date of opening of the price bid and not subject to any variations on any account during this period, except in respect of such drugs where prices are governed by Drugs Price Control Order 1995, in which cases the prices quoted should not exceed the ceiling price of DPCO/NPPA.

The purchaser‟s reserves the right to accept in part or in full any bid or reject any bid without assigning any reason or to cancel the biding process and reject all bids at any time prior to award of contract, without incurring any liability whatsoever to the affected bidder or bidders.

14. Bid Currencies

14.1 Prices shall be quoted in Indian Rupees.

15. Period of Validity of Bids

15.1 Price Bid Validity - 12 Months from the date of opening of the financial bid (current and future bids).Empanelment Validity – 12 months from the date of finalisation of the technical bid.

15.1 HLL reserves the right to extend the bid validity for further periods after mutual discussion and agreement.

15.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify itsbid.

15.3 In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their originaltender.

15.4 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

16. Format and Signing of Bid

16.1 The original copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

16.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing thebid.

17. Tolerance Clause

17.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services if mentioned in the product list (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by theBidder.

17.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms and conditions mentioned in the contract, during the currency of the contractframe.

18. SUBMISSION OF BIDS

18.1 Sealing and Marking of Bids

a) The Bidder shall prepare and seal in **separate packets** the following

- **Technical Bid - Part A - all relevant documents for current project**
- **Technical Bid - Part B -all relevant documents for Empanelment**
- **Financial Bid - for current project only**

Note: Manufactures/ Authorized agents have to submit all the relevant documents in Part B for emapelment for **all the items of all the manufactures** which bidders are indent to participate in future projects whether the same are enclosed in part A or not.

Parties are free to submit only **Technical bid -Part B** (for empanelment only) if they are not participating in the current project.

Bid shall contain the Technical Bid - Part A, Technical Bid - Part B and Financial Bid in **separate envelopes**, after duly marking the envelopes as **TECHNICAL BID - PART A, TECHNICAL BID - PART B** and **FINANCIAL BID. However bidders who are looking at empanelment need to submit Technical bid - Part B only with proper markings.** All the above packets shall then be sealed in an outer envelope, duly marking the envelope as BIDS FOR IFB No. HLL/SD/RBD/2018-19/TENDER/06 DT11.07.2018

19. i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and

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

20. ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. …… (Mention the date of opening of the bid as given in the tender documents).

21. iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.

22. iv) If the outer envelope is not sealed and marked as required, HLL will assume no responsibility for the bids misplacement or premature opening.

(a) Telex, cable or facsimile bids will be rejected

23. Deadline for Submission of Bids

Bids must be received by the Purchaser at the address specified not later than the date and time specified in the ITB. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24. LATEBIDS

24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

25. MODIFICATION AND WITHDRAWAL OF BIDS

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

25.1. Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.

25.2. The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows

(a)TheBiddersshallprovideanoriginalandonecopyofanymodification(s)toitsbid,clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.

25.3. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal noticeshall:

a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Opening of Bids by Purchaser

26.1 The Purchaser will open all Technical bids, in the presence of bidder's representatives who choose to attend, on 20.04.2018 at the following location:

HLL Lifecare Limited,
HLL Bhavan,Poojappura,

Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

26.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

26.3 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause20.

26.4 The Purchaser will prepare minutes of the bidopening

26.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bid" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.

26.6 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. If deemed appropriate, Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation, if conducted. The on-site evaluation may include the inspection of the specimen sample of the goods. Samples shall be provided during on site evaluation / as per request from purchaser. The short listed bidders will be informed about the time, date and venue of the Financial bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

27. CLARIFICATION OFBIDS

27.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered orpermitted.

28. PRELIMINARYEXAMINATION

28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally inorder.

28.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will berejected.

28.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of anybidder.

28.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of thenon-conformity.

29. EVALUATION AND COMPARISON OFBIDS

29.1 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.

29.2 For price comparison during evaluation the net unit rate inclusive of all taxes, levies, freight & insurance (Section - IX) will only be considered.

30. CONTACTING THE PURCHASER

30.1 No bidder shall contact the Purchaser on any matter relating to its 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 purchaser it should do so inwriting.

30.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the biddersbid.

31. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALLBIDS

31.1The 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.

32. AWARD CRITERIA

32.1 Subject to ITB Clause 30, 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.

33. NOTIFICATION OFAWARD

32.1 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.

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

33 SIGNING OFCONTRACT

33.1At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Tender Documents, incorporating all agreements between the parties. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial stamp paper of Rs 200/-, sign with date and return it to HLL.

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

34 PARALLEL RATECONTRACTS

HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

The purchaser also reserve the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

35 IN CASE OFDEFAULT

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.

36 RISKPURCHASE

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. 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 theproduct.

37 SHELF LIFE

Supplier will also ensure that the medicines shall have its 5/6th of shelf life remaining at the time of supply. In case of Imported drugs at the time of supply the remaining shelf life should not less than 75 % of effective shelf life of drug.

38 RECALL

38.1 The products must be recalled by the manufacturer/ bidder/ supplier at their cost if rejected by HLL/ purchaser or end user because of the problems with product quality or adverse reactions of the product to the user. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality or withdraw and give a full refund.

38.2 Incaseofsampletestingfailureatthirdpartylab/Purchaser'slaborqualityrelatedmarket complaints, the supplier shall take sole responsibility and shall replace the entire batch free of cost.

39 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 products and consumption thereof by ultimate consumers of HLL.

40 SHORTSUPPLY

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 contracted value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent contracted value corresponding to quantity found short**.**

41 FLEXIBILITY OFPRICES

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.

42 LICENSE ANDPERMITS

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.

43 INTEGRITYPACT

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 the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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 theContract;

(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 authoritativestandardappropriatetotheGoods'countryoforiginandsuchstandardsshall be the latest issued by the concernedinstitution.

4. USE OF CONTRACT DOCUMENTS ANDINFORMATION

4.1 The Supplier shall not,without the Purchasers priorwritten 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 Purchasers prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing theContract.

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 suppliers performance under the Contract if so required by thePurchaser.

5. PATENTRIGHTS

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.

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

6. INSPECTION ANDTESTS

6.1. Supplier should be made in standard quality and pre-tested and certificate to this affect must submit at the time ofsupply.

6.2. The purchaser or its representative shall have the rights to inspect and/or to test the goods to confirm their conformity to the contract technical specifications. The inspection and tests shall be conducted at the manufacturer works and/or at the goods final destination and purchase may test the sample from received goods at own or reputed third partylabs.

6.3. Unless otherwise provided for in the contract if the special tests or independent test proves satisfactory and the stores or any instalment thereof is accepted, the quantity expended in test will be deemed to have been taken delivery of/by the purchaser and, be paid for as such.

6.4. Inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier will remove the rejected stores at theircost.

6.5. In case any item is found substandard either at the inspection stage or during the shelf life of the item, the report of the Government approved laboratory shall be accepted by the firms. If the same is disputed by the firms giving the reasons, the sample will be sent to Central Drug Laboratory, Kolkata / NABL accredited lab and the report of CDL / NABL accredited lab will only be accepted as final. The deregistration / debarment action will be taken against the manufacturing unit and contract holding firms (both) will be taken according to the category-A and category-B defects as per guidelines issued by the Ministry of Health & FamilyWelfare.(**Section-I)**

6.6. In the event of failure of their products, in addition to the debarment /de-registration action, the 5% performance security of the suppliers will be forfeited and the testing charges involved will be recovered from the supplying firms.

6.7. The purchasers right to inspect, test and, where necessary reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

6.8. The supplier will be responsible to take back the rejected stocks from the depots/consignee place and replace with fresh stock duly inspected within forty five days or as stipulated in the notice issued to the supplier, at their own cost up to the consignees ordepots.

6.9. IncaseofPreDespatchInspection,storeswillbedeliveredatconsignee'sidewithinthe validity of the inspectionnote.

6.10. Non-supply and/or rejection on inspection/test repeatedly will be considered as bad Performance, which would render the Bidders liable to be debarred from participation of the Bidders In future.

6.11. Supplier will not be released from any warranty or other Obligations under the contract on account of above stipulation

7. PACKING AND MARKINGREQUIRED

7.1. PACKING FOR TABLETS ANDCAPSULES.,

(a) INITIALPACKING

(i) Unless otherwise specified in Supply Order. Tablets/ Capsules are required to be packed in standard Aluminum /Aluminum Blister. The aluminum strip should be of thickness not less than0.03mm.Thepackingmaterialshouldhavecompatibilitywiththetablet,capsules.The

manufacturer will submit a self certificate with each consignment specifying thickness of Aluminum Foil.

(ii) Blister /Aluminum strip pack of not more than 140 tabs /caps should be packed in thick cardboard box so that container should provide adequate protection to the products. However, manufacturers of items having market packs more than 140 tablets per carton may submit their specifications and proper justification in support of their bigger packing for consideration before supply is made to the consigneeDepots.

(b) FINALPACKING.

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

7.2. PACKING FORBOTTLES.

Bottles should confirm the container/content compatibility test.

(a) INITIALPACKING.

Initial packing shall be done in single well corrugated fibre board boxes weighing not more than 10 KG confirming to lS2771 (Part-I) 1990 suitably nested and strong enough to bear the Rail/Road TransitHazards.

(b) FINALPACKING.

Final packing shall be done in 7-ply corrugated fiber Board Boxes weighing not more than 20 Kgs conforming to lS/277l/Part-I: 1990 suitable Cushioned lined and strong enough to bear the Rail/Road Transit Hazards. The supplier should furnish a self certificate with each consignment to the effect that packing material is confirming to IS: 2771(part-I):1990

7.3. PACKING FORINJECTION

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

(a) INITIALPACKING

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

(b) FINALPACKING

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

7.4. PACKING INSTRUCTION FOR IVFLUIDS

(a) INITIALPACKING

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

(b) FINALPACKING

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

7.5. Packing of each drug item should be strictly according to the requirements specified in the list of each category of products and or as indicated in the Tender enquiry indetail.

7.6. The package will indicate the name of the manufacturer, the date of manufacture, date of expiry and the batch no. The labels both on Innermost packing and outer Containers should be marked with the words "CG SUPPLY NOT FOR SALE" in bold redletters

7.7 Labelling and packing shall be as per the provisions contained in the Drugs and Cosmetics Rules 1945 as amended up-to-date, other particulars of labelling, if any, prescribed by the Direct Demanding Officer in his supply order should be compliedwith.

7.8 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sunlight and humidity during transit and storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the Goods' final destination. All primary packaging containers, which come in contact with the pharmaceuticals or drug content, shall strictly conform to the specifications in the relevant pharmacopoeia to protect the quality and integrity of thegoods.

7.9 Offers with packing not in terms of the requirement of Tender enquiry shall be summarily ignored.

8. BARCODING

All medicines supplied should have barcoding. The Details of barcoding will be mentioned in the purchase order.

9. DELIVERYSCHEDULE

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Order which is normally 45 days from the date of 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 withoutpenalty.

9.2 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 liquidateddamages.

9.3 If the Supplier fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchaseorder.

9.4 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 as mentioned in the GCC clause18.1

9.5 Supply should be made in minimum batches and full supply of procured quantity should be ensured.

9.6 If firm is under the process of deregistration / debarment for supply of any drug due any event of failure of the drug in laboratory test and show cause notice has been issued as per the Inspection and Tests Clause, then all orders already placed by demanding officer up to the date of order coming in to force shall be executed by the firm during delivery period specified in such contract. No extension of delivery period in such contract shall beconsidered.

9.7 If firm is deregistered / debarred for the supply of the item /blacklisted banned during the currency of agreement all orders already placed by demanding officer up to the date of order coming in to force shall be executed by the firm during delivery period specified in such contract. No extension of delivery period in such contract shall beconsidered

10. 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 ofContract.

11. BIDDERSRESPONSIBILITIES

11.1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.

11.2. The Bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of theContract.

11.3. The Bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work athand.

In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.

11.4. If for any reason beyond the control of the Bidder, there arises a need to replace any personnel, the Bidder shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval ofHLL.

11.5. The Bidder/Bidder'srepresentative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchaseorders.

11.6. The Bidder has to abide by delivery schedule strictly. H.L.L reserves the right to impose the penalty @ 0.50 % per week of delay**.**as per the provision on the clause GCC18.1.

11.7. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of theContract.

11.8. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The bidder shall indemnify and hold harmless HLL, its affiliates and all directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, actions, fines, penalties, proceedings, cost and expenses including counsel's fee of whatever kind or nature arising or resulting in anyway connected with the product or arising from the bidder's failure to comply with the obligations of the contract or comply with applicable laws. The bidder shall provide and employ only such personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work athand.

11.9. Any product related cases shall be handled and connected expenses therewith shall be borne by the bidderonly.

11.10. In case of sample testing failure at any NABL accredited lab or quality related market complaints, the bidder shall take sole responsibility to replace the entire batch free of cost with freshlot.

11.11. Bidders must ensure that the invoices raised against the purchase orders are included in their GST returns filing within the stipulated time period. Payment towards GST amount is subjecttothesubmissionofrelevantproofregardinginclusionofbidder'sinvoiceraisedon HLL being included in the bidders GST returns filing within the stipulatedtime.

11.12. The products should be supplied with strict cold chain maintenance, ifrequired.

11.13. All breakages/leakages/shortages of stock in transit shall be borne by the supplier/manufacturer.

12. WARRANTY

12.1 Supplies must fully comply in all respect with the Technical specifications and conditions laid down in the contract and in accordance with the Pharmacopoeialstandards.

12.2 Each supply should be accompanied with a "Warranty Certificate" duly signed by the Bidder as under:

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

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

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

Signature name & designation and date with rubber stamp.

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

13. PAYMENT

13.1 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 thecontract.

13.2 Payment for Goods and Services shall be made in currency of bid asfollows:

i) No advance payment ispayable.
ii) Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse as mentioned in the Notification ofAward.

13.3. The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, Free delivery on Door Delivery basis to HLL designated CFA /Depot anywhere inIndia.

14. PRICES

14.1 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 itsbid,

15. CHANGEORDERS

15.1 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 thefollowing:

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

15.2 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 beassertedwithinthirty(30)daysfromthedateoftheSupplier"sreceiptofthePurchaser's changeorder.

16. CONTRACTAMENDMENTS

16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by theparties.

17. ASSIGNMENT

17.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser"s prior writtenconsent.

18. LIQUIDATEDDAMAGES

18.1 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 10 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 thesupplier.

19. TERMINATION BYDEFAULT

19.1 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 orpart;

(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 thecontract.

19.2 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 notterminated.

20. FORCEMAJEURE

20.1 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 freightembargoes.

20.2 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 majeureevent.

21. TERMINATION FORINSOLVENCY

21.1 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 thePurchaser.

22. RESOLUTION OFDISPUTES

22.1 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 theContract.

22.2 Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a sole arbitrator for arbitration in accordance with the provisions of the Arbitration and Conciliation Act1996.

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

The conduct of such arbitration shall be in English

23. JURISDICTION OFCOURTS

Subject to arbitration mentioned in Clause 22.2 above, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

24. GOVERNINGLANGUAGE

24.1 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 samelanguage.

25. APPLICABLELAW

25.1 The Contract shall be interpreted in accordance with the laws of the Union ofIndia.

26. NOTICES

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other partyinwritingorbycable,telexorfacsimileandconfirmedinwritingtotheotherParty's address specified in Special Conditions of Contract.

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

27. TAXES ANDDUTIES

27.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until delivery of the contracted Goods to thePurchaser.

28. PERFORMANCESECURITY

28.1 An amount of 5% of shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, workorservicenotrectifiedbythebidder.Theperformancesecurity,lessanysumscharged by the purchaser, shall be paid over to the bidder after 365 days from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall bereleased.

SECTION IV

QUALIFICATION CRITERIA

1. Principal Manufacturer should have valid WHO GMP Certificate or CoPP (Certificate of Pharmaceutical Product) from the concerned licensing Authority in case of imported product.PrincipalManufacturershouldhavevalidGMPCertificateunderSchedule„M'of Drugs & Cosmetic Act 1940 on the date of bid opening for the category of products manufactured in India. Moreover, the Principal Manufacturer should assume responsibility to keep the Certificate valid throughout the validity period of the Contract awarded with reference to this tender. In case of the Authorized distributors they have to produce the GMP certificate held by the principal manufacturer.

2. The average annual turnover of the manufacturer in the last three financial years (2015-16, 16-17, 17-18) shall not be less than Rs.20 crores and for authorized distributor the annual turn over should be not less than Rs. 5 crores. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturer in the last three financial years (2015-16, 16-17, 17-18) is not be less than Rs.100 crores certified by a chartered accountant is to be submitted. A turn over certificate to this effect duly certified by a chartered accountant is to be submitted along with the tender

3. The tenderer should have a market standing for the last Two year. Documentary proof for the same in the form of supply orders from any Central/State Government Departments or Central/StatePSU's or local bodies or reputed Private Institutions is to be submitted along with the tender

SECTION V

BID FORM

TENDER No. Date:

To:**Senior Manager (SD-RBD), HLL Lifecare Limited,**
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

Dear Sir,

Sub: Our offer against tender No: HLL/SD/RBD/2018-19/TENDER/06 Dt: 11.07.2018

Having examined the Tender Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **Supply of Pharmaceutical Products to Government Institutions for current project and Empanelment of Suppliers for future projects** in full conformity with the Tender Documents for the total amount against the product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavor to achieve contract acceptance.

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

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Supply of Pharmaceutical products to Government Institutions under Rate Contract for 18 Months and Empanelment of Suppliers for future projects** and all other related activities.

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

We agree to all terms and conditions of the tender enquiry document.

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

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

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

Signature.....

Name.....

Designation and Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

SECTION VI

SELF-DECLARATION

To,

Senior Manager (SOURCING),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

Dear Sir,

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government or Government of India / Drugs Controller, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against thisTender.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

Date:
Place:

Signature:

Name:
Designation:
Seal:

SECTION VII
SELF DECLERATION NOT SPURIOUS

To,

Senior Manager (SOURCING)
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby guarantee that we won't supply substandard or spurious drugs against the purchase order issued by you. We assure that the drugs/medicines offered by us will be in full conformance with 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 VIII

UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS

To,

Senior Manager (SOURCING)
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 safety standards 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 designated CFA /Depot anywhere in India free of cost within 45 days.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

SECTION IX

PRICESCHEDULE

SL NO	SL. No. (as per Tender Doc)	Composition	Brand Name, If any	HSN CODE	MANUFACTURER NAME	PACKING MODE	UOM	Basic Rate / Per Tab/ Cap / Vial (Rs) (A)	GST%	GST (RS) (B)	Net Unit Rate Inclusive of all Taxes and Duties/ Per Tab/ Cap / Vial (Rs) (A+B)

Price in INR

***** For evaluation the final price will be rounded off to twodecimals.

- Bidders are requested to provide a soft copy (excel format) of the price schedule in a CD along with Price bid envelop. Please note that if there is any discrepancy noted between hard copy and soft copy, rate given in the hard copy will be considered forevaluation.
- Please indicate the price both in figures as well as inwords.
- Net Price must be quoted in per lowest unit of measurement i.e. per Tablet/Capsule/Vials
- The final quantity mentioned in the Annexure 1 is in the lowest unit of measurement, i.e. tablet/capsule/vial/ampoule/bottleetc.

Signature and Seal of the Bidder.....

SECTION X

Guidelines for action to be taken against the Manufacturing unit and thecontract holding firms in the event of failure of drug in laboratory test.

In the event of products supplied found substandard in laboratory test, the following deregistration / debarment action will be taken against the manufacturing unit and contract holding firms (both)

(i) For Category 'B' defects, the manufacturer and contractor will be debarred for supply to HLL of that particular product declared not of standard quality for a period of 3years.

(ii) If the manufacturer fails in supply of quality medicine of any other drug of standard quality during the next year, his products shall be debarred for supply through HLL and also to the marketpermanently.

(iii) In regard to category 'A' defects, the supplier should be debarred for the supply of that product for 3 years and for repeated failure of similar nature, the supplier shall be debarred from supply of all productspermanently

List of Category 'A' defects and Category 'B' Defects are as follows

CATEGORY 'B' DEFECTS

TABLETS

i) Presence ofspot/discoloration
ii) Lump formations in few containers due tomoisture.
iii) Failing in uniformity ofweight.
iv) Picking.
v) Chipping.
vi) Capping.
vii) Roughsurfaces.
viii) BrittleTablets.
ix) Non uniformity indiameter.
x) Unevencoating.
xi) Non declaration of colour used on thelabel.
xii) Failing in limit test (e.g. free salicylicacid).
xiii) Assay 70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.
xiv) Failing in particle size (Griseofulvintablets).
xv) Net content.

CAPSULES

i) Presence ofspots/discoloration.
ii) Lump formation in container due tomoisture.
iii) Failing in uniformity ofweight.
iv) Cake/ lump formation of content ofcapsule.
v) Failing in limit tests (e.g. Analgin and Nifedipinecapsules).
vi) Assay-70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.
vii) Net content.

LIQUID ORALS (syrups /elixirs/solutions/suspensions/emulsions / mixtures etc.)

i) Presence of foreignmatter.
ii) Change ofcolour.
ii) Presence of suspendedmatter.
iv) Cracking ofemulsion.
iii) Sedimentation.
vi) Dispersible cake/lumpformation.
vii) Net content.
viii) Non declaration of colour onlabel.
ix) Assay-70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.
x) Minor variation in pH.

EXTERNAL PREPARATIONS (ointment/ solutions/ cream/ liniment/ lotions/ emulsions/ like preparations).

i) Separation ofphases.
ii) Foreignmatter.
iii) Consistency/homogeneity.
iv) Extradition of content from tube (outside thenozzle/cap).
v) Limit test (e.g. kineticviscosity).
vi) Weight/ml.
vii) Assay-70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.

OPTHALMIC PREPARATIONS (eye ointment/drops/solutions etc.)

i) Presence of particulatematter.
ii) Odour.
iii) Clarity.
iv) Extradition of content fromtube/container
v) Consistency.
vi) Particles.
vii) Assay-70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.
viii) Minor variation in pH.

POWDERS (oral use)

i) Assay-70% & above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.
ii) Formation of mass/lump/cake) due tomoisture.

INJECTABLES, INCLUDING TRANSFUSION FLUIDS.

i) Presence of particulate matter/glasspieces/precipitation.
ii) Change ofcolour/description.
iii) Extractablevolume.
iv) Uniformity of weight (for drypowders).
v) Particlesize.
vi) Assay-70% and above of the label claim for thermo labile products and 5% within

permitted limits for thermo stableproducts.

vii) Isolated case of fungusgrowth.

COSMETICS

i) Net content.

ii) Not conforming to any other standard as mentioned in IS except for heavy metaltest.

BULK DRUGS

i) Description.

ii) Solubility.

i) Any other test specified in monograph not mentioned in CategoryA.

AEROSOLS / INHALATIONS.

i) Assay-70% and above of the label claim for thermo labile products and 5% within permitted limits for thermo stableproducts.

ii) Number of deliveries per container /water content/deposition of omitted dose(limit).

iii) Particulatematter.

iv) Pressuretesting.

iv) Deliveryrate.

v) Tests such as totalacids.

MECHANICAL CONTRACEPTIVES(Condoms).

i) Description.

ii) Air inflationtest.

iii) Dimensions

iv) Colourfastness.

INTRAUTERIAL CONTRACEPTIVES DEVICES.

i) Description.

ii) Fulltest.

iii) Flexibility

CATEGORY 'A' DEFECTS.

TABLETS.

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.

ii) Disintegration (except for marginal variation to be viewed on case to casebasis).

iii) Dissolution (except for marginal variation to be viewed on case to casebasis).

iv) Contamination with foreignmatters.

v) Most of the tablets observed in powder form inside the strippouches.

vi) Contentuniformity.

vi) Addition of permitted colour when not recommended inPharmacopoeia.

CAPSULES.

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.

ii) Disintegration (except for marginal variation to be viewed on case to casebasis).

iii) Dissolution (except for marginal variation to be viewed on case to casebasis).
iv) Contentuniformity.

LIQUID ORALS

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
ii) Presence of foreign matter such asfly/insect.
iii) Fungusgrowth.
iv) Non dispersible cake/lumpformation.
v) Addition of non-permissiblecolors.

EXTERNAL PREPARATIONS.

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
ii) Phenol coefficient (RWC) less than label claim

GradeI : less than16
GradeII : less than8
GradeIII : less than4

For other soluble disinfectants below 80% of the required limit.
iii) Fungalgrowth.

OPTHALMIC PREPARATION

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts
ii) Foreignmatter.
iii) Metalparticles.
iv) Fungalgrowth.
v) Fails insterility.

POWDERS (Oral use).

i) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
ii) Fungalgrowth.

POWDERS (External use)

i) Assay-below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
ii) Fungalgrowth.

INJECTIONS INCLUDING TRANSFUSION FLUIDS.

i) Sterility.
ii) Pyrogentest.
iii) Toxicity.
iv) Assay- below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
v) Fails in any other biologicaltest.
vi) Fungal growth in different samples from different sources of samebatches.

STERILE DISPOSABLE PERFUSION SETS.

i) Sterility.

ii) Pyrogentest.
iii) Toxicity.

STERILE DISPOSABLE HYPODERMIC SYRINGES.

i) Sterility.
ii) Pyrogentest.
ii) Toxicity.

STERILE DISPOSABLE HYPODERMIC NEEDLES.

i) Sterility.
ii) Pyrogentest.
iii) Toxicity.

BULK DRUGS

i) Assay-less than permittedlimits.
ii) Heavy metal test/arsenictest.
iv) Sterility.
iv) Toxicity.
v) Microbial limittest.

AEROSOLS/INHALATIONS

i) Assay-below 70% for thermo labile products and below 5% of the permitted limits for thermo stableproducts.
ii) Leaktest.

SERA/VACCINE

i) Toxicity.
ii) Sterility.
iii) Potency.

SUTURES/CATGUTS

i) Sterility.
ii) Tensilestrength.

MECHANICAL CONTRACEPTIVES

i) Water leakagetest.
ii) Tensileproperties

INTRAUTERINE CONTRACEPTIVE DEVICES

i) Memorytest.
ii) Ash content.
iii) Sterility.
iv) Implantationtest.

COSMETICS

i) Use of non-permittedcolours/dyes
ii) Presence of heavymetal.

SECTION-XI

EMD BANK GURANTEE FORMAT

Whereas _____ (hereinafter called "the Bidder") has submitted itsbiddated_____(date of submission of bid) for the supplyof_____(name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presentsthatWe,_____(name of bank)of _____ (Name of Country), having our registered office at _____(address of bank) (hereinafter called "the Bank") are bound unto_____(name of purchaser) (hereinafter called "the Purchaser") in thesumof_____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the saidBankthis_____dayof_____, 20.

THE CONDITIONS of this obligation are:

1. If theBidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

OR

(b) does not accept the correction of errors in accordance with Instruction to Bidders

OR

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bidvalidity:

(a) fails or refuses to execute the Contractor

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition orconditions.

This guarantee will remain in force up to and including ……. days/months after the date of bid opening i.e, ……..days/months after ……(date), and any demand in respect thereof should reach the Bank not later than the above date.

……

(Signature of the Bank)

SECTION-XII

LIST OF QUOTED PRODUCT

Sl No	Sr. no as per Tender	Name of Items	UOM	Shelf Life of Item offered (in Months)	Packing	Manufactured by	Self Mfg./loan Licence /3rd Party
1							
2							
3							

Signature and Seal of the Bidder.....

SECTION-XIII

CHECKLIST

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD in the form of BG/DD			
3	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration.			
5	Copy of valid GMP or WHO GMP or CoPP (Certificate of Pharmaceutical Product) Certificate in respect of the formulations/products quoted in the Tender whichever isapplicable.			
6	Copy of Schedule M GMP certificate for products manufactured in India			
7	Copy of import license (Applicable for importers).			
8	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
9	In case of authorized distributors quoting the tender, along with their certificate of registration details, place of registration, principal place of business; they would also be furnishing duly attested copy of manufacturing license of the principalmanufacturer'sandotherrelevantdocuments			
10	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
11	Documentary proof establishing market standing for last two year (2015-16, 16-17) in the form of supply orders from the licensing authority.			
12	Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years is not less than Rs.20 crores duly certified by a charteredaccountant			
13	Documentary proof for establishing the average annual turnover of the tenderer in the last three financial years is not be less than Rs.5 crores certified by a chartered accountant. Also in case of authorized distributors documentary proof for establishing the average annual turnover of their principal manufacturerinthelastthreefinancialyearsisnotbelessthanRs.100crores certified by a chartered accountant is to be submitted.			
14	Submit copy of Recent Non conviction certificate			
15	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
16	Authorization letter from manufacturer (Self–attested Copy).			
17	Section V: Bid Form			
18	Section VI: Self Declaration			
19	Section VII: Self Declaration Not Spurious			
20	Section VIII: Under taking letter for replacement of complaint/defective goods			
21	Section X: Guidelines for action-in case of drug test failure			
22	Section XII: List of Items Quoted			
23	Section XIV: Pre-Contract Integrity Pact			
23	Copy of PAN Card & GSTN details			

SECTION-XIV

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ------ 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 FirstParty.

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 viewto:-

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 transparentprocedures.

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 abreach.

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 prospectivebidder.

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 thesame 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 thefollowing:-

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 thecontract.

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 theGovernment.

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 byHLL.

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 orassociates.

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 thisbid/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 orrecommendation.

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 suchpayments.

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

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

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'sfirm,thesameshall be disclosed bythe BIDDER atthetime offiling oftender.

Theterm„relative"forthispurposewouldbeasdefinedinSection6oftheCompaniesAct 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 ofHLL.

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 biddingprocess.

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 isdivulged.

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

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), ifany.

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 tenderprocess

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 suchreason.

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 tenderprocess.

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 IntegrityPact.

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, whereverrequired:-

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

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 ishigher.

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 ishigher.

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

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 aforesaidamount.

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 withinterest.

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 thecontract.

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 beopened.

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 thepact.

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 ofcorruption.

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. Independent External Monitor(s)

6.1. HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to begiven).

6.2. 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 thisPact.

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

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

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

6.6. 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) withconfidentiality.

6.7. 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 suchmeetings.

6.8. 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 problematicsituations.

Clause.7.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 VigilanceOfficer.

Clause.8. 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.9. 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.10. 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.11. 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. 12. Other provisions

12.1. 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 IntegrityPact.

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

12.3. 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 originalintentions

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**
Witness	Witness
1……	1……
2……	2……..……..

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