RE-TENDER DOCUMENT

FOR

EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS) FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS

Tender No: HLL/PSD/RBD/2026-27/TENDER/72 Dt: 17.09.2026

E – Tendering

HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN : U25193KL1966GOI002621

HLL Bhavan, Poojappura,

Thiruvananthapuram -695012

Kerala, India

Tel: 0471 2775500, 0471 2350959

(EXTN – 606 /531)

Website – www.lifecarehll.com

CONTENTS

Titles	Page No.
Notice Inviting Tender (NIT)	2-3
General Instruction to Bidder (GIB)	4-8
Instruction To Bidder (ITB)	9-32
General Conditions of Contract (GCC)	33-35
Special Conditions of Contract (SCC)	36
Annexure – 01, Self Declaration	37
Annexure – 02, Bid Form	38
Annexure – 03, Undertaking letter for replacement of market complaint goods	39
Annexure – 04, Affidavit – Supply Commitment	40
Annexure – 05, Affidavit – Blacklist / Debarred	41
Annexure – 06, Category details of Organization	42
Annexure - 07 Indemnity Certificate	43
Annexure - 08 Performance Bank Guarantee Format	44
Annexure - 09 Check list	45-46
Annexure - 10 Self Declaration – Compliance to Rule 144 (xi) of the GFR,2017	47
Annexure – 11 Technical Specification Compliance Sheet	48
Annexure – 12 Self Declaration – Make In India Preference	49
Annexure – 13 Pre Contract Integrity Pact	50-56
Annexure – 14 FALL CLAUSE DECLARATION	57
Annexure – 15 Details of Bank Integrated with NESL	58
Annexure – 16 Challan Form	59

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

NOTICE INVITING TENDER (NIT)

IFB No: HLL/PSD/RBD/2026-27/TENDER/72 **17.09.2026**

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

Sl. No	Particulars	Description
1	Name of Item/Work	EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS) FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS
2	Location of Delivery/Work	HLL's designated Supply points as per the Work Order on pan India basis.
3	Brief description of Item/Work	Supply of Drugs/ Medicine and Surgical items for the immediate requirements on day to day basis.
4	Bid Security/EMD	Rs.1 Crore(Rupees One Crore Only)
5	Period of completion	As per the terms and conditions of the tender
6	Price Validity of the offer	The price will be valid for two years from the date of opening of price bid, which may be extendable upto two more years based on satisfactory performance and mutual agreement.
7	Eligibility criteria for Bidders	As per Tender document
8	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000605 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram
9	Last date and time for online submission of online bids	**22.09.2026 at 15:00 hrs**
10	Date and time of opening of e-tender	**23.09.2026 at 15:00 hrs**
11	Address for Communication at HLL regarding the tender	Vice President (PS) and GH (HCS) Procurement Services Division HLL Lifecare Limited Corporate & Regd. Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)
सोर्सिंग प्रभाग
कॉर्पोरेट मुख्यालय, पूजप्पुरा.पी.ओ.,
तिरुवनंतपुरम - 695012, केरल, भारत
दूरभाष: 0471 2775500, 0471 2350959 (एक्स्ट - 606/531)

निविदा आमंत्रण सूचना (एनआईटी)

आईएफबी संख्या: एचएलएल/पएसडी/आरबीडी/2026-27/निविदा/72 17.09.2026

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

क्र. सं.	ब्यौरा	विवरण
1	मद/कार्य का नाम	**EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS) FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS**
2	सुपुर्दगी/कार्य का स्थान	**HLL's designated Supply points as per the Work Order on pan India basis.**
3	मद/कार्य का संक्षिप्त विवरण	Supply of Drugs/ Medicine and Surgical items for the immediate requirements on day to day basis.
4	बोली प्रतिभूति/ईएमडी	Rs.1 Crore(Rupees One Crore Only)
5	पूरा करने की अवधि	As per the terms and conditions of the tender
6	मूल्य वैधता	The price will be valid for two years from the date of opening of price bid, which may be extendable upto two more years based on satisfactory performance and mutual agreement.
7	बोलीदाताओं के लिए पात्रता मानदंड	As per Tender document
8	निविदा शुल्क और ईएमडी के भुगतान के लिए एचएलएल खाते का विवरण (भुगतान मोड: एनईएफटी/आरटीजीएस)	Name of Bank: HDFC BANK A/c number: 00630330000605 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram
9	ऑनलाइन बोलियों के ऑनलाइन प्रस्तुतीकरण की अंतिम तारीख और समय	**22-09-2026 at 15:00 hrs**
10	ई-निविदा खोलने की तिथि और समय	**23-09-2026 at 15:00 hrs**
11	एचएलएल में निविदा के संबंध में पत्र व्यवहार के लिए पता	Vice President (PS) and GH (HCS) Procurement Services Division HLL Lifecare Limited Corporate & Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, https://etenders.gov.in/eprocure/app

2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. https://etenders.gov.in/eprocure/app.

3. The tender and its corrigendum/extension will also be published in our company website, URL address: http://www.lifecarehll.com/tender.

4. The tendering process is done online only at Government eProcurement portal (URL address: https://etenders.gov.in/eprocure/app). Aspiring bidders may download and go through the tender document.

5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.

7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.

8. Bidders are advised to visit CPPP website https://etenders.gov.in regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: https://etenders.gov.in/eprocure/app), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time.

The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - https://etenders.gov.in/eprocure/app for more details.

e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 **Searching for Tender Documents**

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization

b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 **Preparation of Bid**

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or ‘’Other Important Documents’’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. More information useful for submitting online bids on the CPP Portal may be obtained at https://etenders.gov.in/eprocure/app

11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

15. The bids shall be opened online at the **Office of the Vice President (PS) and GH (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

16. More details can be had from the Office of the **Vice President (PS) and GH (HCS)** during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

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

18. Online Tender Process:

The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app).

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

iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app) and HLL website (URL address: http://www.lifecarehll.com/tender) and shall not be available elsewhere.

iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in CPP Portal.

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

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

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

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

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

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.

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

22. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.

23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.

24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

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

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

VICE PRESIDENT (PS) AND GH (HCS)

INSTRUCTIONS TO THE BIDDERS (ITB)

Section 1

I. COMPANY BACKGROUND:

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

II. TENDER DETAILS

Retail Business Division (RBD) of HLL is in the process of setting up and operating retail pharmacy outlets in different business models on pan India basis. This Division is also in the business of supplying medicines and surgical items through its Pharmacies to different Institutes / Hospitals in which the pharmacies are operating for the immediate requirements of the Institute / Hospital on day to day basis.

In order to improve the supply chain efficiency of these immediate requirement of supplies on day to day basis, HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Agencies for:

a) To empanel authorized agencies to ensure timely supply of Drugs/ Medicine and Surgical items against the indents issued by HLL to cater the immediate requirements of the medicines / surgical items on day to day basis.
b) The scope of supply includes
   - **Annexure A which comprises of consist of Drugs /Medicines / Surgical items which are Patented / Proprietary / Imported items**.
   - **Annexure B Special List of items**
c) The bidders have to quote discounts in percentage in region wise on Abated Maximum Retail Price **(i.e. MRP - GST)** for both the Categories.
d) The minimum rate of discount for **Annexure A** shall be greater than or equal to **Thirty-one point five (31.5%)** on Abated MRP across the board.
e) For Annexure B - special listed items, the bidder should provide minimum rate of discount shall be greater than or equal to **Twenty-Seven Percentage (27%)** on Abated MRP across the board.
f) Bidders invariably have to provide their quote for **Annexure A** & **B** of items to qualify for empanelment along with other minimum eligibility criteria.
g) The scope of supply is grouped under various regions (North, North East, East, West and South) as given below. The bidders have to quote discounts in region wise for **Annexure A & B** as per the price schedule. The bidders can either quote for single region or for multiple regions. The states coming under each region is as detailed below:

North	Jammu & Kashmir, Ladakh, Chandigarh, Himachal Pradesh, Punjab, Haryana, Rajasthan, Uttar Pradesh, Delhi, Uttarakhand
North East	Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura, Sikkim
East	Odhisha, Jharkhand, Bihar, West Bengal

West	Gujarat, Maharashtra, Goa, Madhya Pradesh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu
South	Kerala, Tamil Nadu, Puducherry, Karnataka, Andhra Pradesh, Telangana

h) Printed MRP of the manufacturer should not be tampered by the supplier by using stickers or any other means.

i) The criteria for financial bid evaluation of the bidder(s) would be the highest percentage of discount on Abated MRP (MRP-GST) (H1) in **Annexure A & B** in region wise. **The bidders should give,** Discount in percentage on Abated MRP. i.e.,(MRP-GST).
HLL will pay **the vendor, the Discounted Price on Abated MRP (MRP-GST) + Applicable GST on the discounted Price**

j) In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

k) Supplies to be effected and deliveries to be made to HLL designated supply points on pan India basis, within the stipulated time as mentioned in Terms and conditions for supply in this tender document as per the requirement region wise.

l) Suppliers must ensure strict compliance to all statutory regulations and quality standards (as applicable).

m) The Bidder must submit an in-house Certificate of Analysis for every batch of items being supplied along with other documents as called for in this tender along with consignment & if asked for, the Firm has to submit Test Reports from NABL Accredited Labs

n) The agreement / rate contract signed with the selected supplier is non-transferable. The bidder shall not assign, sub-contract, sub-let the work assigned in any manner

o) The period of contract as per this tender is **24 months** from the date of award of work order / Letter of Intent.

p) The rate and prices (discount percentage) quoted by the bidder shall remain firm during the entire period of contract and may be renewed on mutually agreed terms and conditions for a further period of another two more years.

q) Multiple purchase orders based on the requirement shall be placed by HLL either in online mode / manual mode during the validity of the contract.

r) The supplier has to submit the invoice on weekly basis and payments will be made against the proper invoices with all required documents.

s) The service provided by the party will be reviewed periodically by HLL. In case of unsatisfactory supplies at any time, the contract is liable to be cancelled as per the terms and conditions mentioned in the tender.

III. PRODUCT LIST

* **Annexure A** consist of Drugs /Medicines / Surgical items which are Patented / Proprietary / Imported items.

* **Annexure B** Special Listed items

S. No	Item Name
1	RAMIVEN 150 MG TAB 7S
2	TAGRISSO 80 MG TAB 10S
3	SHINGRIX VACC
4	ENHERTU 100MG
5	SUPERA PERIPHERAL STENT SYSTEM 6F 5.5 X 200MM 42055200-120

S. No	Item Name
6	CUSTODIOL HTK
7	FREKA PEG SET GASTRIC FEEDING TUBE 20 FR 35CM
8	PHESGO 600 /600 MG INJ 10 ML
9	TECENTRIQ 1200 MG INJ 20 ML
10	TECFIDERA 240 MG CAP 14S
11	OPDYTA 100MG - A
12	WEGOVY FLXT 2.4MG 1X3ML W. 4DISP NEEDLES
13	REMICADE 100 MG INJ
14	RYBREVANT 350 MG INJ 7 ML
15	WEGOVY FLXT 0.25MG/1.5ML W. 4DISP NEEDLES
16	DARZALEX FASPRO 1800 MG INJ
17	STELARA 130MG INJ
18	GLIDEPATH 14.5F X 19CM 6393190 BARD
19	SYBRAVA 284MG/1.5ML INJ
20	OPDYTA 40MG -A
21	XOSPATA 40MG TAB 21S
22	TRULICITY 1.7MG INJ
23	STELARA 90MG INJ
24	SIMPONI 50MG INJ
25	GLIDEPATH™ LONG-TERM HEMODIALYSIS CATHETER 14.5F, STRAIGHT, STANDARD KIT, 23CM
26	EVENTY 210MG INJ
27	REPATHA SURECLICK 140 MG PEN 1 ML
28	BERIRAB-P 300
29	NEURON MAX 088 SOFT TIP LONG SHEATH 6 FR *80CM
30	INONZA 1 MG
31	APHERENS C5L KIT 9400201
32	GARDASIL 9
33	HICKMAN 7F DUAL-LUMEN CV CATHETER SIZE 7F CODE # 0600570 BARD
34	WEGOVY FLXT 1.7MG 1X3ML W. 4DISP NEEDLES
35	PERJETA 420 MG INJ 14 ML
36	TECVAYLI 153 MG INJ
37	TECFIDERA 120 MG CAP 14S
38	ACTEMRA 400MG
39	BARD PHASIX MESH 15X203CM 1190300
40	KRIXANA 200 MG
41	TISHTHA 100MG INJ
42	TISHTHA 40MG INJ
43	FREKA TRELUMINA FR 9
44	WEGOVY FLXT 1MG 1X3ML W. 4DISP NEEDLES
45	ACTEMRA 80MG
46	ACQUIRE FLEXIBLE EUS FINE NEEDLE BIOPSY DEVICE 19GA M00555580
47	PHESGO 1200/600 MG INJ 10 ML
48	THYMOGLOBULINE 25 MG INJ 5 ML

S. No	Item Name
49	FREKA FEEDING TUBES FR 12 120 CM 7981821AP
50	KEYTRUDA 100 INJ (PEMBROLIZUMAB)
51	DARZALEX 100MG
52	MOUNJARO 2.5 MG KWIKPEN
53	MOUNJARO 5 MG KWIKPEN
54	RYZODEG 100IU
55	MOUNJARO 12.5 MG KWIKPEN
56	MOUNJARO 15.02 MG KWIKPEN
57	ZYTORVI 240 MG INJ.
58	NOVOMIX 30 FLEXPEN
59	MOUNJARO 10 MG KWIKPEN
60	MOUNJARO 7.5 MG KWIKPEN
61	SONIC 1.5 F35
62	DAEZALEX 400MG
63	TRULICITY 0.75MG INJ
64	BRUKINSA 80MG CAP
65	NOVORAPID PENFIL
66	ENVOY GUIDING CATHETER 5FR 90 CM (556-25-400) H1
67	OPDYTA 240MG INJ
68	ANVIMO 240MG
69	ROJUZDA 75MG INJ
70	HEADWAY 21
71	KYZIFIC FCT 40 MG
72	YERVOI 50 MG INJ 10 ML
73	SIMULECT 20MG INJ
74	SUVIRAY 70MG INJ
75	SYNVISC ONE INJ
76	NUCALA INJ
77	GRASPING FORCEPS DOUBLE ACTION SEMI RIGID 5FR 400MM WORKING LENGTH 18-2332SR
78	KELLY/MARYLAND DISSECTING FORCEPS 5.0MM 330MM
79	FISTULA AND WOUND MANAGEMENT SYSTEM 14050
80	CUROSURF 80 MG INJ 1.5 ML
81	CUROSURF 240 MG INJ 3 ML
82	FISTULA AND WOUND MANAGEMENT SYSTEM 140600
83	FISTULA AND WOUND 140700
84	SPEXIB 150MG TAB
85	POLIVY 30 MG INJ
86	PIVIKTO 200 MG TAB 14S
87	REZUROCK 200 MG
88	OCREVUS 300MG/10ML INJ
89	JAKAVI 10MG
90	JAKAVI 20MG
91	LAPROSCOPIC RIGHT ANGLE 5 MM

S. No	Item Name
92	LAPRO NEEDLE 150CM EXTRA LONG
93	MIRAGE EV3 HYDROPHILIC GUIDEWIRE 0.08
94	DIANEL 1.50% PD2
95	PIVIKTO 150 MG TAB 14S
96	SUCTION KNIFE IRRIGATION VALVE WITH STANDARD TUBE 5.0/10.0MM.330MM
97	CRIZALK 250MG
98	SANDIMUNE INJ

IV. PACKING SPECIFICATIONS

Bidders may adopt appropriate packing mode; however, they shall ensure that the packing must be suitable for proper handling.

VI. SUPPLY LOCATION

Supply to be made on Door delivery basis to HLL designated Supply point / warehouse on pan India basis. The details shall be communicated in purchase order / Letter of Intent (LOI)

Section 2:

1. ELIGIBLE BIDDERS

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

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

1.1. Bidder should have a valid Drug license issued by the State Drug authority at the time of submission of bid. The firm shall provide a copy of the same along with tender documents

1.2. Bidder should have a valid Schedule X Drug License (3rd Generation of Antibiotics are under schedule X Drugs).

1.3. The minimum rate of discount quoted for Annexure A shall be greater than or equal to Thirty-one point five (31.5%) and for Annexure B - special listed items, the bidder should provide minimum rate of discount that shall be greater than or equal to Twenty-Seven Percentage (27%), price sheet for the discounts below the above mentioned percentages will not be considered for the empanelment.

1.4. Bidder need to give an affidavit / undertaking to supply items as mentioned in the tender as per the requirement, round the clock on all days i.e 24x7, 365 days-a year for the entire duration of the contract. The firm should also undertake to provide emergency supplies within one hour of receiving orders from HLL as per requirement.

1.5. The bidder should have minimum 5 years of experience in the supply of medicines / surgical items to any Govt. or Private Parties during the past 5 years. Documentary proof for the same is to be attached as part of the technical document.

1.6. The bidder should have minimum 2 years of experience in executing similar work for any Tertiary Care Hospitals during the past 10 years. A copy of contract/ rate agreement has to be submitted as part of the technical document

1.7. The bidder having a minimum average annual turnover of Rs.100 Crores (Rupees Hundred Crores only) during the last three years i.e., 2023-24, 2024-2025 and 2025-2026 (original/ provisional) will only be eligible for participation.

1.8. The bidder should have the authorization for the supply of the medicines / surgical items from minimum 50 manufacturers / OEMs. The copy of the authorizations and the list of the OEMs are to be uploaded as a part of technical document.

1.9. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.

1.10. Firm should not have been black listed / debarred in the past three years by any Govt. or Private organization. The bidders should provide an affidavit to the effect on non-judicial stamp paper worth Rs.200/- duly attested by Notary that the firm has not been black-listed/ debarred in the past three years and is not black listed at present by any government/private institution and there is no Vigilance/CBI case pending against the firm/ supplier.

1.11. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self declaration as per Annexure 14 with respect to this order must be submitted.

1.12. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 13 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 13 with respect to this order must be submitted.

1.13. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

1.14. Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate in the tender during the period of de-recognition/debarment/banned.

2. COST OF BIDDING

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

3. GETTING INFORMATION FROM WEB PORTAL

3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.

3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

4. BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

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

4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms and conditions in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5. CLARIFICATION OF BIDDING DOCUMENTS

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

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

6. AMENDMENT TO BIDDING DOCUMENTS

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

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

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

7. PREPARATION OF BIDS

7.1 Language of the Bid

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

7.2 Documents to be submitted along with the Technical Bid

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

a) Self-Declaration as per Annexure 1
b) Bid form as per Annexure-2
c) Bidder must submit valid Drug License issued by the State Drug authority
d) Bidder must submit valid Schedule X Drug License (3rd Generation of Antibiotics are under schedule X Drugs).
e) Documentary proof for minimum 5 years of experience in the supply of medicines / surgical items to any Govt. or Private Parties during the past 5 years. A copy of contract/rate agreement has to be submitted.
f) Documentary proof for minimum 2 years of experience in executing similar work for any Tertiary Care Hospitals during the past 10 years. A copy of contract/rate agreement has to be submitted.
g) Authorization letter from minimum 50 manufactures/OEM's for the supply of the medicines / surgical items.
h) The Bidder shall furnish following certificates invariably along with technical bid, as applicable, otherwise quotation shall be summarily rejected:-
   - A declaration by the proprietor of the firm, in case, the firm is a proprietorship firm on non-judicial stamp paper of worth Rs.200/- duly attested by notary.
   - An attested copy of partnership deed duly registered by the Registrar of firms, in case, of partnership firm.
   - An attested copy of certificate of incorporation with constitution of firm and guidelines, in case, of private limited firm with name, photo & signature of all Directors.
i) The firms shall submit an undertaking on its letterhead stating that up to date tax returns have been filed and there are no dues with the concerned department.
j) The firm will also submit copy of the GST returns of the last three years submitted to the department of trade & taxes.
k) Copy of Permanent Account Number (Self–attested Copy)
l) Under taking letter for replacement of complaint/defective goods as per Annexure-3.
m) An affidavit/undertaking in Rs.200/- mentioning that bidder shall supply items as mentioned in the tender as per the requirement, round the clock on all days i.e 24x7, 365 days-a year for the entire duration of the contract. The firm should also undertake to provide emergency

supplies within one hour of receiving orders from HLL as per requirement as per Annexure-4 to be submitted

n) An affidavit in Rs.200/- duly attested by notary that the firm has not been black listed / debarred in the past three years by any Govt. or Private organization and there is no Vigilance/CBI case pending against the firm/ supplier as per Annexure 5 to be submitted.

o) Documentary proof attested by Charted Accountant for establishing the average annual turnover of Rs.100 Crores (Rupees Hundred Crores only) during the last three years i.e. 2023-24, 2024-2025 and 2025-2026 (original/ provisional).

p) Annexure 6 - Category details of organization, in case of MSE, If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

q) Duly filled, signed and sealed Annexure 7 - Indemnity Certificate

r) Annexure 9 - Check List

s) Annexure 10 - Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)

t) Annexure 11 - Technical Compliance Sheet

u) Annexure 12 - Make In India Preference (Self Declaration)

v) Annexure 13 - Pre Contract Integrity Pact

w) Annexure 14 - Fall Clause Declaration

x) Annexure 15- Details of Banks

y) Annexure 16- Challan Form

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

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

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

8. Bid Prices

8.1 The Bidder shall bid as described in the price format

8.2 The bidder shall bid region wise for Annexure A which, consist of Drugs /Medicines / Surgical items which are Patented / Proprietary / Imported items and for Annexure B which consist of special listed items.

8.3 The bidders have to quote discounts in percentage in region wise on Abated Maximum Retail Price (i.e. MRP - GST) for Annexure A & B. The illustration for entering the rate is mentioned below.

8.4 The minimum rate of discount for **Annexure A** shall be greater than or equal to **Thirty-one point five (31.5%)** on Abated MRP across the board.

8.5 The criteria for financial bid evaluation of the bidder(s) would be the highest percentage of discount on Abated MRP (MRP-GST) (H1) in Annexure A & B region wise.

8.6 The bidders should give, Discount in percentage on Abated MRP. i.e.,(MRP-GST).
HLL will pay **the vendor, the Discounted Price on Abated MRP (MRP-GST) + Applicable GST on the discounted Price**

8.7 For **Annexure B**- special listed items, the bidder should provide minimum rate of discount shall be greater than or equal to **Twenty-Seven Percentage (27%)** on Abated MRP across the board

8.8 The scope of supply is grouped under various regions (North, North East, East, West and South) as given below. The bidders have to quote discounts in region wise for both Annexure A & B as per the price schedule. The bidders can either quote for single region or for multiple regions. The states coming under each region is as detailed below:

North	Jammu & Kashmir, Ladakh, Chandigarh, Himachal Pradesh, Punjab, Haryana, Rajasthan, Uttar Pradesh, Delhi, Uttarakhand
North East	Assam, Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura, Sikkim
East	Odhisha, Jharkhand, Bihar, West Bengal
West	Gujarat, Maharashtra, Goa, Madhya Pradesh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu
South	Kerala, Tamil Nadu, Puducherry, Karnataka, Andhra Pradesh, Telangana

8.9 The rates quoted by the Bidder shall include cost of the material, freight charges, Insurance or any other charges and applicable GST on **Door delivery basis to HLL designated Supply point / warehouse on pan India basis. The details shall be communicated in purchase order / Letter of Intent (LOI)**

8.10 The rates and prices quoted by the bidder shall remain firm during the entire period of contract of 2 years from the date of Work Order / Letter of Intent and may be renewed on mutually agreed terms & conditions for a further period of two more years.

9. Currencies of Bid and Payment

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

10. SUBMISSION OF BIDS

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

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

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

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

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

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

NOTE

- SSI/MSE units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

b) Envelope - II (Technical bid):

Technical Bid should contain duly filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 7.2.

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

The price bid format is provided in excel format. Bidders are advised to download this price bid format as it is and quote their discount in percentage on Abated MRP (i.e. MRP - GST) for both the categories region wise and upload the same in the Price bid cover along with other required documents in .xls format.

The bidders have to quote in region wise for Annexure A & B. The bidder can quote either for single region or for multiple regions.

Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, bid will be completely rejected and bidder is liable to be debarred from doing business with HLL for 02 years.

Example for illustration purpose

An example is illustrated below for entering of rate.

If a bidder wishes to quote only for region North & South and not for other region and wish to offer 33.5% overall discount on Abated MRP across the board for **Annexure A** and 28 % for **Annexure B**, then the bidder shall update the price bid (excel sheet) as below.

Sr. No.	Regions	Discount in % offered to HLL on Abated Maximum Retail Price (MRP - GST)	Discount in % offered to HLL on Abated Maximum Retail Price (MRP - GST)
		Annexure A	**Annexure B**
1	**North**	**33.5%**	**28%**
2	**North East**		
3	**East**		
4	**West**		
5	**South**	**33.5%**	**28%**

Note:-

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

a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.

2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
4. The minimum rate of discount for Annexure A shall be greater than or equal to Thirty-one point five (31.5%) and for Annexure B - special listed items, the bidder should provide minimum rate of discount shall be greater than or equal to Twenty-Seven Percentage (27%), price sheet for the discounts below the above mentioned percentages will not be considered for the empanelment.

11. Deadline for Submission of the Bids

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

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

Modification, Resubmission and Withdrawal of Bids

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

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

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

12. BID OPENING AND EVALUATION

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

12.1. **Bid Opening Process**

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

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

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

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT).

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

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

12.2. Confidentiality

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

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

12.3 Clarification of Bids

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

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

12.4. Examination of Bids, and Determination of Responsiveness

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

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

A material deviation or reservation is one:-

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

or

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

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

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

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

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

12.5. Negotiation on Bids

The Tender Inviting Authority reserves the right to negotiate with the bidder who had quoted the highest percentage of discount in each region.

13. BID VALIDITY

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

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

14. STATUTORY EXEMPTIONS:

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

15. BID SECURITY (EMD)

15(a)

i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT).

ii) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

iii) The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

iv) The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.

v) The EMD submitted by successful bidder shall be converted to Security Deposit, it will be retained till the completion of the Contract.

vi) SSI/MSE units are exempted from paying EMD and interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar and Bid Declaration Form in the format attached as Annexure 17

vii) The Bid Security may be forfeited:

(a) If a Bidder:

- Changes its offer/bid during the period of bid validity.
- Does not accept the correction of errors

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

- To deliver the materials within stipulated time frame as per PO.
- To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 7 days from the date of issue by sending the signed copy of the same.

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

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

16. TENDER PROCESSING FEE –Not Applicable

17. ALTERATIONS AND ADDITIONS

17.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

18. INDEMNIFICATION CLAUSE

In case of any Adverse Drug Reaction / untoward side effects occurred due to the administration of the product supplied by your organization, the manufacturer / supplier shall be held liable for any legal or any other proceedings initiated by the Government of India / State Government Authorities / Institution Authorities. The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 09

19. SECURITY DEPOSIT

The selected vendor shall be required to furnish an irrevocable contract Performance Bank Guarantee (PBG) / Fixed Deposit within 7 days of issue of Letter of Intent (LOI)/ Work Order, valid for a period of 90 days beyond the pendency of the contract with the HLL. The EMD / Bid security amount deposited by the bidders along with the bid shall be adjusted against the PBG of the qualifying bidder.

The selected firm shall has to submit the PBG / Fixed Deposit for Rs.1,00,00,000.00 (Rupees One Crore only) from from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 15 and Indicative Challan for obtaining e-BG from Bank is at Annexure 16"., valid for 27 months as performance security in the name of Vice President (PSD), HLL Lifecare limited, Thiruvananthapuram. However, in case of the extension of the contract at a later date, the validity of the performance guarantee / Fixed Deposit shall have to be extended for a period of 90 days beyond the period of extension of the contract.

In case of failure by the selected vendor to furnish the PBG / Fixed Deposit within the specified period, or to extend it at a later date the HLL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the bank guarantee / Fixed Deposit absolutely. In addition, the firm may be debarred from participating in the tender for of HLL for a period of 2 years from the date of debarment.

In the event of the contract being terminated or rescinded under provision of any of the clause / condition of the tender, the performance guarantee / Fixed Deposit shall be forfeited in full and shall be absolutely at the disposal of the HLL.

This contact shall be applicable for all immediate purchase requirements on day to day basis as mentioned in the tender, however HLL reserves the right to purchase required items from other sources in case the same item is available at competitive price.

20. PERFORMANCE SECURITY – As mentioned in Clause 19
21. FORFEITURE OF SECURITY DEPOSIT - As mentioned in Clause 19.

22. PAYMENT TERMS

22.1 No Advance payment shall be given.

a. No payment shall be made for rejected stores. Rejected items must be removed by the selected bidder immediately on the same day of rejection at their own cost and replace immediately. In case these are not removed these will be disposed off at the risk and responsibility of the suppliers without any further notice.

b. **100% of the payable amount shall be released within 20 days** on receipt of funds to HLL against the respective supplies from the respective institutions to which the items are supplied.

22.3. The amount shall be paid by HLL in Indian Rupees.
22.4. Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.
22.5 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.

23. TERMS AND CONDITION FOR SUPPLY

These items are to be supplied to HLL designated Supply point / warehouse on pan India basis. The details shall be communicated in purchase order / Letter of Intent (LOI).

Items for which orders are placed by HLL in the forenoon (before 12.00 P.M) must be supplied by 3.30 P.M on the same day. Items whose orders are placed after 12.00 P.M must be supplied by 8.00 A.M. on the next day to the respective store(s) / location(s).

For all emergency purchases, the supplies must be made within one hour to the respective store(s) of receiving the intimation from HLL. HLL shall promptly indicate whether the supplies are of emergency in nature.

Any item which is requisitioned must be supplied in quantities mentioned in the indent, and must be of the same brand, and supply must reach the designated areas of HLL within the time stipulated as above.

The selected firm will have to supply 100% of all the indented items of the same brand and in the quantity as requested (Within stipulated time as given above).

Brand: The firm shall supply only the brand indented. No substitution of brands shall be permitted.

24. DELAY IN DELIVERY OF GOODS

A penalty @ Rs.600/- per item per instance shall be levied in case of:

- In case of non-supply/ short supply of these items below the stipulated 100% limit on a daily basis.
- Delay of supply beyond acceptable time limits as explained earlier.

Penalties will be imposed as per the billing cycle, but shall be calculated on a daily basis. However HLL reserves right to impose same quantum of penalty as imposed to HLL by the intending institute to the empanelled supplier(s) in case of any default.

Calculation of penalty: In case items requisitioned are:

i. Not provided on time
ii. Given in short supply
iii. Not supplied

The penalty will be imposed if there is a single instance of cases of i and ii and iii. Penalty shall be calculated separately for each intent on a daily basis location wise.

For example:

From Location 1, vendor has received 100 drugs requirement in a given day.

Out of that 85 items supplied in full quantity on time.

5 items not provided on time (i)

3 items given in short supply (ii)

7 items not supplied (iii)

Total defaults (i+ii+iii) = 15

Penalty will be levied for these 15 items @ the rate Rs.600 x 15 = Rs.9,000/-

25. TAXES AND DUTIES

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

26. INSPECTION AND TESTS

26.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

26.2 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

26.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

26.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

26.5 HLL reserves the right to seek samples of the product being offered before placement of order and based on approval of samples by HLL/Ultimate customer the order shall be placed. If the sample is rejected due to quality/technical reasons, HLL reserves the right to approach the next eligible bidder for samples and if approved, HLL shall proceed with order placement with the next eligible bidders.

26.6 The supplier should submit the internal batch reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyse the sample drawn from the goods received at its pharmacies / depots / C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from HLL Supply point / warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

27. PARALLEL RATE CONTRACTS:

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

The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price

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

28. IN CASE OF DEFAULT

The purchaser is not bound to accept the H1 offer only and circumstances warranting where H1 shows its disinterest, H2 or higher offer may be considered for acceptance.

29. RISK PURCHASE

If H1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from an alternate supplier or from market at the risk and cost of H1 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 H1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

30. FORCE MAJEURE

Notwithstanding the provisions contained in General conditions of tender/ war like situation/any major natural calamity the supplier shall not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of force Majeure.

No payment shall be made for rejected stores. Rejected items must be collected back by the second party immediately on same day of rejection at their own cost and replace it with acceptable material immediately. In case if the rejected material is not collected back the same would be auctioned at the risk of the second party without any further notice.

31. GOODS REPLACEMENT:

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

32. CLARIFICATIONS ON BIDS

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

33. CONTACTING HLL

a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to sdrbdsouth@lifecarehll.com.
b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process

and the Contract award decision, his bid will be rejected.

34. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

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

The purchaser does not bind itself to accept the H1 or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

35. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD – NOT APPLICABLE

36. EVALUATION AND COMPARISON OF BIDS

The criteria for financial bid evaluation of the bidder(s) would be the highest percentage of discount on Abated MRP (i.e.MRP-GST) (H1) in Annexure A & B region wise.

37. SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc. shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

38. MAJOR RESPONSIBILITIES OF SUPPLIER

As per the details mentioned in the tender document.

39. GOVERNING LANGUAGE

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

40. AWARD CRITERIA

The criteria for financial bid evaluation of the bidder(s) would be the highest percentage of discount on Abated MRP (MRP-GST) (H1) in Annexure A & B region wise.

In case more than one bidder emerged as H1 for a particular region (providing same percentage of discount), then HLL reserves the right to negotiate with H1 parties and contract shall be awarded to the bidder who has offered highest percentage of discount post negotiation.

41. NOTIFICATION OF AWARD

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

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

41.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 7 days from the date of issue by sending the signed copy of the same failing which ,the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.

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

41.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 7 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

42. TERMINATION

HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

43. FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or

subsystems OR providing similar services at a discount percentage higher than that offered in the present bid in respect of any other Ministry/Department / Hospitals / Institutes of the Govt. / PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a higher price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

44. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

45. SHELF LIFE

The supplies of all products should be from fresh stock only. Products should have minimum 2/3rd of remaining shelf life with latest manufacturing date. Products to be supplied should be of standard quality/quantity as per specification and must be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

46. FLEXIBILITY OF PRICES

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

47. LICENSE AND PERMITS

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

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its

personnel.

48. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

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

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

The email id of the Independent External Monitor for HLL is given below.

Email id: iemhll@lifecarehll.com

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

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 12) with respect to this order must be submitted.

50. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)

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

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

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 15.

52. SPLITTING OF ORDER

In case of critical/vital/safety/security nature of the item, large quantity under procurement, urgent delivery requirements and inadequate vendor capacity, HLL reserves the right to split the contract quantity between the bidders. The splitting ratio shall be at the discretion of HLL.

53. Goods and Services Tax (GST) :

a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature with HSN code of Goods and Services Tax applicable should be correctly shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax

and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

c. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of taxes/duties must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

(i) "Day" means calendar day.

(j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. SUBCONTRACTS

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

not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

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

7. PATENT RIGHTS

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

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

8. INSURANCE

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

9. CHANGE ORDERS

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

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

10. ASSIGNMENT

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

11. TERMINATION BY DEFAULT

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

(a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or

(b) If the Supplier fails to perform any other obligation(s) under the contract.

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

12. TERMINATION FOR INSOLVENCY

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

13. APPLICABLE LAW

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

14. NOTICES

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other

party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

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

15. TAXES AND DUTIES

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

16. PACKING

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.

16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

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

18. LIQUIDATED DAMAGES - As mentioned under the clause 24 – Delay in delivery of Goods

19. RESOLUTION OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc. shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.
These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.
Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

Annexure-01

SELF - DECLARATION

Tender: EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS)FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS

Tender No. HLL/PSD/RBD/2026-27/TENDER/72

To,
Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@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 / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.

Also certify that the supplied products shall possess relevant quality assurance certification issued by the concerned authorities.

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

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

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

Date:
Place:

Signature:
Name:
Designation:
Seal:

BID FORM **Annexure-02**

Ref: Date:

To,

Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

Dear Sir,

Tender: EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS)FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS

Tender No. HLL/PSD/RBD/2026-27/TENDER/72

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents for the total amount against the Product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavour to achieve contract acceptance.
We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 06 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price as per the scope indicated in the tender is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for pharmaceutical products at HLL designated Supply point / warehouse at Thiruvananthapuram / Cochin and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We, the Bidder shall indemnify, defend and hold harmless Government of India, HLL,its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Bidders. (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent amendments.

Dated this [insert: number] day of [insert: month], [insert: year].
Signature.....
Name.....
Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

Annexure-03

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

Tender: EMPANELMENT OF AGENCIES FOR SUPPLIES OF MEDICINES / SURGICAL ITEMS (PATENTED / PROPRIETARY / IMPORTED ITEMS)FOR RETAIL CHEMIST OPERATION ON DAY TO DAY BASIS

Tender No. HLL/PSD/RBD/2026-27/TENDER/72

To,
Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL sores/ Supply point / warehouse free of cost within 30 days, subject to approval from HLL. We (name----) shall also bear the transportation charges for collecting back the compliant/rejected batches or goods and the transportation charges incurred for making the replacement.

Signature_____
Name_____
Designation and Common Seal
Station_____
Date_____

Annexure 4

NOTARISED AFFIDAVIT
(On Rs. 200/- Non-Judicial Stamp Paper)

TENDER NO. HLL/PSD/RBD/2026-27/TENDER/72 Dt: 17.09.2026

I, undersigned …… (name)……(designation)……., duly authorised representative of …… (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that

We shall supply items as mentioned in the tender as per the requirement, round the clock on all days i.e 24x7, 365 days-a year for the entire duration of the contract. We also undertake to provide emergency supplies within one hour of receiving orders from HLL as per requirement.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Date: **Signature of the Bidder:**

Place: **Name with seal:**
Designation:

Address:

Annexure 5

NOTARISED AFFIDAVIT
(On Rs. 200/- Non-Judicial Stamp Paper)

TENDER NO. HLL/PSD/RBD/2026-27/TENDER/72 Dt: 17.09.2026

I, undersigned …… (name)……(designation)……., duly authorised representative of …… (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that

We have not been black listed / debarred in the past three years by any Govt. or Private organization and there is no Vigilance/CBI case pending against the firm/ supplier.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Date: **Signature of the Bidder:**

Place: **Name with seal:**
Designation:
Address:

Annexure 06

Category details of organization

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Type of Enterprise - Micro/ Small / Medium	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

***The Udyog Aadhar no of the bidder ……..**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Place:

Signature of the Bidder:

Name with seal:
Designation:
Address:

Annexure 07

To,
Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

INDEMNITY CERTIFICATE

Dear Sir,

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

Dated this [insert: number] day of [insert: month], [insert: year].
Signature.....
Name.....
Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

Annexure 8

Performance Bank Guarantee Format

To: _____ (Name of Purchaser)
WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No._____ dated _____20___ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of_____ 20___.

Signature and Seal of Guarantors

_____

_____

Date: _____ 20 _____

Address: _____

***"The successful Bidder on whom the purchase order / Letter of Intent is placed shall be required to furnish a Performance Guarantee mandatorily only in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 15 and Indicative Challan for obtaining e-BG from Bank is at Annexure 16"**

Annexure 09

CHECK LIST

SI 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/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum(if Any)			
4	Duly attested copies of valid Drug license issued by the State Drug authority			
5	Duly attested copies of Schedule X Drug License (3rd Generation of Antibiotics are under schedule X Drugs).			
6	Documentary proof for minimum 5 years of experience in the supply of medicines / surgical items to any Govt. or Private Parties during the past 5 years.			
7	Documentary proof for minimum 2 years of experience in executing similar work for any Tertiary Care Hospitals during the past 10 years			
8	Authorization letter from minimum 50 manufactures/OEM's for the supply of the medicines / surgical items.			
9	Copy of Udyog Aadhaar, in case of MSME bidders			
10	The Bidder shall furnish following certificates invariably along with technical bid, as applicable, otherwise quotation shall be summarily rejected:- •A declaration by the proprietor of the firm, in case, the firm is a proprietorship firm on non-judicial stamp paper of worth Rs.200/- duly attested by notary. •An attested copy of partnership deed duly registered by the Registrar of firms, in case, of partnership firm. •An attested copy of certificate of incorporation with constitution of firm and guidelines, in case, of private limited firm with name, photo & signature of all Directors.			
11	The bidder having a minimum average annual turnover of Rs.100 Crores (Rupees Hundred Crores only) during the last three years i.e., 2023-24, 2024-2025 and 2025-2026 (original/ provisional) will only be eligible for participation			
12	Undertaking on letterhead stating that up to date tax returns have been filed and there are no dues with the concerned department.			
13	Copy of the GST returns of the last three years submitted to the department of trade & taxes.			
14	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
15	Authorization letter from manufacturer (Self–attested Copy).			
16	Annexure 1 - Self Declaration			
17	Annexure 2 - Bid Form			
18	Annexure 3 - Under taking letter for replacement of complaint/defective goods			
19	Annexure 4 -Affidavit / Undertaking bidder shall supply items as mentioned in the tender as per the requirement, round the clock on all days i.e 24x7, 365 days-a year for the entire duration of the contract. The firm should also undertake to provide emergency supplies within one hour of receiving orders from HLL			
20	Annexure 5 – Affidavit / Undertaking that firm has not been black listed / debarred in the past three years			
21	Annexure 6 - Category details of Organization			
22	Annexure 7 - Indemnity Certificate			
23	Annexure 9 - Check List			
24	Annexure 10 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
25	Annexure 11 – Technical Compliance Sheet			
26	Annexure 12 - Make In India Preference (Self Declaration)			
27	Annexure 13 – Pre Contract Integrity Pact			

28	Annexure 14- FALL CLAUSE DECLARATION			
29	Annexure 15- Details of Banks integrated with NESL			
30	Annexure 16- Challan Form			
31	Copy of PAN Card			

Annexure 10

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

We,

……

……

…….

(Include name and address of the bidder)

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

(Include tender number and date)

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

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

Date: Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 11

TECHNICAL SPECIFICATION COMPLIANCE SHEET

The detailed technical specification for the products required as per the tender is given in the ITB section of this tender document. The bidder has to submit the compliance to the Technical specification as per the below table.

SL NO	ITEM	Price Bid criteria	Willing to quote for the mentioned discount (Yes/No)	Whether price bid of this Annexure has been provided with the price bid criteria (Yes / NO) If No, then bidder will be disqualified
1	**Annexure A**	Whether willing to quote at the minimum rate of discount for region wise for Annexure A shall be **greater than or equal to Thirty-One Point Five (31.50) on Abated MRP across the board.**		
2	**Annexure B Special Listed items**	Whether willing to quote at the minimum rate of discount for region wise Annexure B **shall be greater than or equal to Twenty-Seven (27) on Abated MRP across the board.**		

Signature and Seal of the Bidder.....

Annexure 12

SELF DECLARATION – MAKE IN INDIA PREFERENCE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (supplier name) are local supplier meeting the requirement of minimum Local content as defined in above orders for the material against Tender No_____

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

Seal and Signature of Authorized Signatory

Annexure 13

PRE CONTRACT INTEGRITY PACT
(In the company letter with sign & seal)
INTEGRITY PACT

All BIDDERs are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.
HLL Lifecare Limited.
Division :
Tender No:
INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Ltd. (CIN: U25193KL1966GOl002621) a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office at ……represented by Shri _____ , Designation..... (hereinafter called the "BIDDER/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

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

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. …….. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its BIDDER/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

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

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

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

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

Clause 2. Commitments of BIDDERs/ CONTRACTORs

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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

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

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

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

BIDDER(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The BIDDER(s) shall not approach the courts while representing the matters to IEM and the BIDDER(s) will await their decision in the matter.

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

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

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HLL is entitled to disqualify the BIDDER from the tender process.

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

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

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

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

Clause.5. Consequences of Violation / Breach

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

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

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

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

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

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

vi. To encash the advance bank guarantee and performance guarantee /warranty

bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

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

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

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

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

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

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

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

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

Shri Ravi Dutt Kamboj, IFoS (Retd.)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan,
Poojappura, Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

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

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
7.6 The BIDDER(S) accepts that the IEM(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 IEM(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 IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
7.7 HLL will provide to the IEM(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 IEM(s) option to participate in such meetings.
7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions
INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Ltd.	**BIDDER**
_____	_____
Witness Witness	
1……..	1……
2……	2……..

Annexure 14

FALL CLAUSE DECLARATION

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge higher than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a higher price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Seal and Signature of Authorized Signatory

Annexure-15

The details of Banks which are integrated with NeSL for obtaining e-BG is listed as below:

Sr. No. Banks / NBFCs

1. Axis Bank Ltd
2. Bank of Baroda
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. HDFC Bank Ltd
8. ICICI Bank Ltd
9. IDBI Bank Ltd
10. IFIN Securities Finance Ltd
11. Indian Bank
12. Indian Overseas Bank
13. Karnataka Bank
14. Indus Ind Bank Ltd
15. Kotak Mahindra Bank Ltd
16. Punjab & Sind Bank
17. Punjab National Bank
18. SIDBI
19. State Bank of India
20. Sundaram Finance Limited
21. Tata Capital Financial Services
22. The Federal Bank Ltd
23. The Karur Vysya Bank Ltd
24. The South Indian Bank
25. UCO Bank
26. Union Bank of India

Annexure- 16

For issuance of Electronic Bank Guarantees (e-BG) through National e-Governance Services Limited (NeSL) platform, the details of Challan form for obtaining e-BG from Bank is as under:-

Sr.No.	Field	Description of Field
1	PAN / UIN*	ANFPA6883M
2	Name	HLL Lifecare Limited
3	Email ID	sdrbdsouth@lifecarehll.com
4	Name of the Representative	Vice president (PS) & GH (HCS)
5	Mobile Number	9400027975
6	Relation to tender	Options are : Beneficiary
7	Tender Reference Number	
8	BG Amount	xxxxxxxxxx
9	BG CCY (currency by default this could be Rs.	Indian Rupees
10	Expiry Date	xxxxxxxxxx
11	Claim Expiry Date	xxxxxxxxxx