

**e-BID ENQUIRY (RATE CONTRACT) DOCUMENT**

**FOR SUPPLY OF**

**Malathion Technical**

**Or its equivalent**

**Cyphenothrin 5% EC**

**(Bid Enquiry No. HLL/PCD/e-MCD-01/15-16/MT-CYP)**

**UNDER**

**South Delhi Municipal Corporation (SDMC)**

**and**

**North Delhi Municipal Corporation(NDMC)**



**Through**

**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Procurement & Consultancy Services Division**

**B-14 A, Sector-62, Noida-201 307**

**PHONE: 0120-4071500**

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## SECTION I

### INVITATION OF e-BIDS (IFeB)

from

**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

Procurement & Consultancy Services Division

B-14 A, Sector-62, Noida-201 307

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FOR

**South Delhi Municipal Corporation (SDMC) and North Delhi Municipal Corporation (NDMC)**

e-Bid Enquiry No.: HLL/PCD/e-MCD-01/15-16/MT-CYP

Dated 22-07-2015

### INVITATION OF e-BIDS (IFeB)

(1) South Delhi Municipal Corporation (SDMC) and North Delhi Municipal Corporation (NDMC), intends to finalise rate and supplier for the products/ items mentioned below for a period of one year through Procurement and Consultancy Services Division of M/s HLL LIFECARE LTD (HLL), Noida.

Accordingly, Procurement and Consultancy Services Division of HLL Lifecare Limited, for and on behalf of SMNC and NDMC invites e-Bids from the eligible and qualified bidders for supply of following item. The e-tender enquiry is a rate contract tender for finalization of the rate and selection of agency for the products/ items mentioned in Schedule of Requirements (SOR) of respective Bid enquiries. The rate and agency shall be valid for one year from the date of issue of Letter of Award (LoA). The requirement of goods/stores indicated below is only approximate quantity. Orders will be placed based on the requirements of SDMC/NDMC within the validity of rate contract at rate and terms & condition finalized.

Sl. No.	e-Bid Ref. No. (Event No.)	Brief Description of item	Approximated Required Quantity (In Kg)	Bid Security (In Rupees)
1	3000000254	Malathion Technical or its equivalent Cyphenothrin 5% EC	11,250 kg Or 1,575 ltr	1,45,125/-

(2) e-Bid Enquiry No.: HLL/PCD/e-MCD-01/15-16/MT-CYP

Dated 22-07-2015

Sl.	Description	Schedule
a	Cost of the Bid Enquiry Document	Rs. 2000/- (Rs. Two Thousands Only)
b	Pre-bid meeting date, time & Venue	<b>29-July-2015</b> , 1100 hrs IST, HLL Lifecare Limited, Procurement & Consultancy

		Division, B-14 A, Sector-62, Noida-201307
c	Closing date & time for submission of Bid fee and Bid Security in physical form	<b>10-Aug-2015,1400 hrs (IST)</b> Bidders have to submit Original Bank Instruments viz. DD/BC/BG of Bid fee and Bid Security within the above mentioned date and time
d	Closing date & time for submission of online bids	<b>13-Aug-2015, 1400 hrs IST</b>
	Closing date & time for physical submission of Techno-commercial bids (Price bid shall only be uploaded online; All other technical and commercial documents uploaded in the e-portal are to be submitted)	<b>13-Aug-2015, 1600 hrs IST</b>
e	Time and date of opening of online bids	<b>13-Aug-2015, 1630 hrs IST</b>
f	Venue for :- <ul style="list-style-type: none"> <li>• Submission of Bid fee, Bid Security in physical form.</li> <li>• Submission of Techno-commercial bids in physical form</li> <li>• E-Bid Opening-Tech Bid</li> </ul>	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

**SPECIFIC Instructions for e-Bid Participation:-**

3. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
4. Bidder's are requested to read the bidders help document on e-Bid web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Post receipt of User ID & Password, Bidders can log on for downloading & uploading Bid document.
7. **The Bidders shall submit Bid fee and Bid Security in physical form at the scheduled time and venue.**
8. Bidder may download Bid Enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
9. The submission of bid online can only be done thru' <https://etender.lifecarehll.com/irj/portal>.

10. All prospective bidders may attend the Pre Bid meeting. The venue, date and time indicated above.
11. Bidders shall ensure that their bids, complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

**IMPORTANT NOTE :-Bid fee (Rs.2,000/-) and Bid Security ( As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 10-Aug-2015,1400 hrs (IST) . Submission beyond stipulated date & time would result in REJECTION of BID .**

**SVP(GB)  
HLL Lifecare Limited**

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## **INSTRUCTIONS TO BIDDERS (ITB)**

This bid documents should be read in conjunction with the Press Tender Notice/IFeB No. HLL/PCD/MCD-01/15-16dated 08.05.2015and all clauses to be read in conjunction with any other instruction given elsewhere in this document, on the same subject matter of the clause.

### **1. CONTENT OF BIDDING DOCUMENTS:**

1.1 The Goods / stores required, bidding procedures and Bid& contract terms are prescribed in this Bidding Document and includes

- (i) Section I (IFeB)
- (ii) Section II (ITB)
- (iii) Section III (GCC)
- (iv) Section IV (SCC)
- (v) Section V (Schedule of Requirements)
- (vi) Section VI (Technical Specifications)
- (vii) Section VII (Qualification Criteria)
- (viii) Section VIII containing various standardized forms/formats as stated in Sections II to VII (proforma for performance statement, Consignee receipt certificate, Manufacturer's Authorization Forms, Bid form, Price schedule, Contract Form, proforma for Bank Guarantee for bid security, Proforma for Bank Guarantee for performance security, Proforma B, Certificate for not being de-registered / debarred/ black listed)
- (ix) Section IX (consignee list)

1.2 The Bidders are expected to examine all instructions, terms, specification etc. in the Bidding Documents. Failure to furnish information as required in the Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and **may result in rejection of its Bid.**

### **1.3 COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and **HLL LIFECARE LIMITED (HLL) (Procurement Agent) and SDMC & NDMC**, hereinafter referred to as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

### **2. CLARIFICATION IN BIDDING DOCUMENTS:**

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 15 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

**3. AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the dead line of Submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 3.2 The amendment(s) to Bid Document will be notified on the websites followed by Courier or e-mail to all prospective Bidders. However, it is responsibility of the Bidders to frequently visit the aforesaid websites for any amendment(s) for this Tender.
- 3.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.
- 3.4 A pre bid meeting will be held with the prospective bidders on the date, time & venue mentioned in IFeB. The authorized representative of prospective bidders, who choose to attend such pre-bid conference, may do so. The pre bid conference is intended to furnish all clarification, if required by the bidders, so as to ensure their participation in the bidding process without any doubt and obstacles.

**4. LANGUAGE OF e-BID:**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

**5. DOCUMENTS COMPRISING THE e-BID:**

The bid shall be submitted **ONLINE ONLY However original TENDER FEE, EMD and a copy set of Techno-commercial bid** (in physical form) to be submitted as mentioned below.

The two part e-Bid, that is,

**Techno-commercial/ Technical bid** (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, Certificates etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-Bid. Also a set of Techno-commercial bid only (those are uploaded in the portal) in hard copy form has to be submitted.

and

**Price bid** (To be filled up in the Proforma , Signed, Stamped, Scanned to pdf mode & attach under PRICE BID) prepared by the Bidder.

**DO NOT'S**

Bidders are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of Bid. In case the hard copy of financial bid is submitted in physical form, the bid shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will **RESULT IN REJECTION** of the Bid.



a) **Techno-commercial/ Technical Bid (un-priced Bid):**

This should interalia include the following on an index referenced separately against each Sl. Nos. given below for easy identification. Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-Bid.

**All Technical details{(eg. Eligibility Criterias requested (as mentioned below)) should be attached in C-Folder of e-Bidding module , failing which the Bid stands invalid & REJECTED.**

**Bidders shall furnish the following information along with technical Bid (in pdf format):**

- i) Bid security furnished in accordance with Clause 9.
- ii) Price Schedule with details of items quoted (without indicating any price).
- iii) Statement of Deviations parameter wise from Bid Commercial conditions, if any (Please state 'Nil' if there is no deviation in commercial conditions)
- iv) Statement of Deviations, parameter wise from Bid Technical specifications, if any (Please refer to Technical Specification in Section VI).
- v) Authority Letter/ certificate from manufacturer (Please refer to Qualification Criteria in Section VII)
- vi) Bidders to indicate Name and Address of their Bankers;
- vii) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three years duly attested by Chartered Accountant;
- viii) Documentary evidence in accordance with Clause 7 that the Bidder is qualified to perform the contract if it's Bid is accepted.
- ix) Documentary evidence established in accordance with Clause 8 that the Goods/ Stores and Ancillary to be supplied by the Bidder are eligible Goods/ stores and Services and conform to the Bidding Documents; and
- x) The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods/ stores to be supplied, a brief description of the goods/ stores, their country of origin, without the prices.
- xi) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/ present commitments. The bidder shall also furnish details of goods/ stores and quality control in the enclosed proforma "B".
- xii) The bidder shall furnish a certificate that they have not been deregistered/ debarred/ blacklisted for any product or constituent of the product as per

proforma enclosed in section VIII.

- xiii) Current ITCC/PAN may be enclosed along with the bid.
- xiv) The Bidder should furnish a certificate of registration from Central Insecticide Board (CIB) for the quoted product (As per the item quoted).
- xv) The bidder must indicate in the Techno-commercial bid specifying the schedule(s) & item(s) for which they have quoted and accordingly they must also furnish bid security appearing in Schedule of Requirement (Section-V of Bid document) specifying individual schedules for which the bid security has been offered & quoted in the price schedule, failing which such bids will be taken as ambiguous and rejected summarily.
- xvi) The documents establishing the bidder's qualification as per the Section VII, Qualification Criteria of the Bid enquiry document.
- xvii) Deleted
- xviii) Performance certificates from the user departments for the items quoted.
- xix) The bidder must certify that the rates quoted by them shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
- xx) **A certificate to the effect that the bidder has understood the terms and conditions of the bid document and has found no ambiguity /hindrance for participation in the bidding process as per proforma enclosed in Section VIII.**

b) **Price Bid:** The information given at Sl. No.5 (a),(ii) &(x) above should be reproduced but with prices indicated. The prices shall be all inclusive total unit prices as per description given at Clause No.6.

1. Prices are to be quoted in the attached Price Bid format online on e-enquiry portal in pdf format & apply digital signature certificate. **While uploading the price the Bidder has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The price should be quoted for the accounting unit indicated in the e-Bid document.

**The bidder shall not submit hard copy of financial bid otherwise his Bid shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the Bid.**

**Note:**

- **It is the responsibility of Bidder to go through the Bid Enquiry Document to ensure furnishing all required documents in addition to above, if any.**
- **Any deviation would result in REJECTION of Bid and would not be considered at a later stage at any cost by HLL**

**6. BID PRICE:**

6.1 (a) The Price should indicate all inclusive total unit price offered for the item(s)/ Schedule(s) indicating cost of the stores, freight, transit insurance, packing and forwarding, Sales Tax, Excise duty. The prices are to be kept valid for acceptance up to 90 days from the date of the opening of bids. The unit prices should be firm and fixed throughout the contract period. No other charges in addition will be payable on any account over and above total unit price finalized in contract. The prices should be given both in figures and words. **Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” will render the bid liable for rejection.**

In the event of Letter of Award being issued, HLL shall issue a certificate as per Proforma given in Section VIII certifying that the consignments are meant for free distribution in the country under Anti Malaria Operations of South Delhi Municipal Corporation(SDMC) or North Delhi Municipal Corporation(NDMC) and not for sale, mentioning specific contract no. & date, Name of Supplier. In case such certificate is not acceptable to the concerned authorities, it will be the responsibility of the Supplier to timely apply and obtain necessary Road Permits or Octroi Exemption Certificates etc. from the concerned consignees directly. No benefit, charges or delay on this account shall be admissible to the supplier.

6.1 (b) The rates quoted should be for Free delivery at consignee’s site/ warehouse inclusive of all charges as indicated above.

6.1 (c) **Bid Currency**– The Prices shall be quoted in Indian Rupees.

6.1 (d) Deleted

6.1(e) Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall bring it to knowledge of the purchaser and quote accordingly.

6.2 The purchaser will evaluate bids based on all inclusive total Unit price quoted for the item in question at Consignee’s site basis. Unit price here means equivalent units. Here, 1 Kg of Malathion Technical will be equivalent to 0.14 Ltr. of Cyphenthrin 5% EC.

**7. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder’s qualifications to perform the contract.

7.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its

Bid is considered for further scrutiny & evaluation, shall establish to the Purchaser's satisfaction:

- a) Deleted
- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualification criteria stipulated in Section VII, to satisfactorily perform the contract, if awarded. In support of this, data on past performance should be submitted as per proforma of performance certificate in Sec VIII.
- c) The determination will also take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidders as per the performance statement in Sec VIII as well as such other information as in clause 8 or elsewhere as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

7.3 Techno-Commercial Bid and Price Bid should be complete in all respects without any ambiguity. Techno Commercial Bid incomplete in any respect will be rejected without further reference to the bidder and their Price Bid will be returned unopened.

7.4 No conditional Bid will be entertained/ considered.

**8. DOCUMENT ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods/ stores and services that the Bidder proposes to supply under the contract.

8.2 The documentary evidence of the Goods/ stores and Services conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of

- a) a detailed description of the Goods/ stores essential technical and performance characteristics.
- b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods/ stores and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

8.3 Deleted

8.4 If a bidder furnishes wrong and/ or misleading data, approvals/ certifications, statements etc. about the technical acceptability of goods/ stores and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**9. BID SECURITY**

9.1 The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in the Schedule of Requirements, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB. The Bidders who are currently registered and also will continue to remain registered during the Bid validity period with Directorate General of Supplies

& Disposals (DGS&D) or with National Small Scale Industries Corporation (NSIC) for the specific goods/ stores as per Bid enquiry specification shall be eligible for exemption from payment of the Bid Security as per extant Government rules/ Procedures on the subject.

- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.
- 9.3 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s.HLL LIFECARE LIMITED, payable at New Delhi from a scheduled Bank or Bank Guarantee (in the prescribed proforma given in the Section VIII issued by any of the scheduled banks). When bid security is furnished by the bidder in the prescribed format of Bank Guarantee as per Section VIII of bid document, the validity of Bank Guarantee must be 45 days beyond the validity of bids.
- 9.4 Any Bid not secured in accordance with para 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the Techno- commercial/ Technical bid & price bid will be treated as invalid.**
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/ returned as promptly as possible after the expiration of the period of Bid Validity prescribed by the purchaser pursuant to clause 10 but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.
- 9.6 The successful Bidder's Bid Security will be discharged/ returned upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
  - (b) Any information furnished in the Performance Statement/ Certificate or user's certificate, if proved to be false or incorrect, the bid security furnished will be forfeited.
- Or
- (c) in the case of a successful Bidder, if the Bidder fails:
    - i) to sign the contract in accordance to Clause 23;
    - ii) to furnish Performance Security in accordance to Clause 24.
    - iii) If the bidder does not accept an error correction pursuant to clause 17.2.
- 9.8 No interest will be payable by the Purchaser on the Bid Security.
- 10. PERIOD OF VALIDITY OF BIDS:**
- 10.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. **A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable or fax. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its bid.

**11. PREPARATION AND SIGNING OF BID:**

- 11.1 Deleted.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the Bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the Bid.
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except 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.

**12. SUBMISSION OF BIDS.**

**The Bid shall be submitted online only.** However Bidders are requested to submit a set of Techno-commercial bid only (those are uploaded in the portal) in hard copy form at the venue mentioned in the Clause 2 of IFeB in Section-1. The Bidders must ensure that they submit the on-line bids not later than the closing time and date specified for submission of Bids in Clause 2 of IFeB in Section-1.

- 12.1 The techno-commercial bid comprising all relevant document with respect to pre-qualification, technical compliance as mentioned in clause no.5 above along with copy/proof of Bid fee and Bid security shall be attached in C-Folder of e-Bidding module. The Bid shall be submitted online on or before the time specified.
- 12.2 The instruments/document i.e. Demand Draft or Bank Guarantee, as applicable, with respect to Bid Fee and Bid security, shall be submitted in original before the time and venue specified in Clause 2 of IFeB, in Section-1.
- 12.3 **PRICE BID ( Only Online):**  
The Bidders must ensure that the price bid submitted on-line in the format recommended in Sec VIII, not later than the closing time and date specified for submission of Bids.  
The Price bid shall be submitted along recent purchase order copies for the same item/goods issued by institute of National importance / reputed central / state government institutes should be uploaded in pdf form for price reasonability
- 12.4 There is NO PROVISION of uploading late bid beyond stipulated date & time in the e-Bidding system.
- 12.5 The bidder is permitted to change, edit or withdraw its bid before the end date and time for submission as specified in clause 2 of IFeB in Section-1
- 12.6 **Telex, Cable or facsimile bids will be rejected.**
- 13 DEADLINE FOR UPLOADING OF BIDS i.e., TECHNO-COMMERCIAL/TECHNICAL (UNPRICED) AND PRICE BID AND BID FEE WITH BID SECURITY**
- 13.1 As indicated in the IFeB.

13.2 In the event of due date of opening being declared a closed holiday then the due date for opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission/uploading of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

**14 Deleted**

**15. OPENING OF BIDS BY PURCHASER;**

15.1 Bids will be opened in the presence of Bidder's representatives who choose to attend. Authorized representatives of the Bidders, who have submitted/uploaded bids on time may attend the Bid opening provided they bring with them letters of authority from the competent authority corresponding Bidders

15.2 The Purchaser will open the Techno-commercial/ Technical bid only, in the presence of Bidder's representatives who choose to attend, in HLL Lifecare Ltd. office, on the due date and time as mentioned in the IFeB.

The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses

15.3 Two - Bid system as mentioned in Para 5 above will be as follows. The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFeB. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the Bid Enquiry document. During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, delivery period, Bid security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

15.4 Thereafter, in the second stage, the Price Bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial Bids. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out

15.4 **Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances.**

**16. Clarification of Bids:**

16.1 If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a Bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

**17. PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis:-If there is a discrepancy between the unit prices and the total unit price that is obtained by adding up price components of unit prices as mentioned in the price schedule, the add-up total unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 Deleted
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 25), Bid Security (Clause 9 of ITB) Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24), will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 17.4.1 The following are some of the important aspects, for which a Bid shall be declared non-responsive and will be summarily ignored;
- (i) Bid form as per Section VIII (signed and stamped) not enclosed
  - (ii) Bid is unsigned.
  - (iii) Bid validity is shorter than the required period.
  - (iv) Required EMD/ Bid Security have not been provided.
  - (v) Deleted
  - (vi) Bidder has not agreed to give the required performance security.
  - (vii) Goods/ stores offered are not meeting the Bid enquiry specification.
  - (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the Bid enquiry like terms of payment, liquidated damages clause, warranty clause, Terms of delivery, Delivery period clause, dispute resolution mechanism, applicable law & Jurisdiction (Clause 26 of GCC).
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Bidders who stand deregistered/ banned/ blacklisted by any Govt. Authorities.
  - (xi) Bidder is not eligible as per ITB Clauses 7.
  - (xii) Deleted.
  - (xiii) Deleted
  - xiv) Bids do not meet the qualification criteria as prescribed in Section VII of Bid Enquiry document.
  - (xv) Deleted
- 17.5 If a bid is not substantially responsive, it will be rejected by the purchaser.**

**18. EVALUATION AND COMPARISON OF BIDS:**

The Purchaser will evaluate and compare the Bids on the basis of techno commercial / technical evaluations followed by price bid evaluation as per Clause 6.2.



**19. CONTACTING THE PURCHASER:**

19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

**19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.**

**20. AWARD OF CONTRACT:**

**20.1 AWARD CRITERIA**

Subject to Clause 22, the successful Bidder, whose Bid has been determined to be techno-commercially/ technically acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. Deleted

**22. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

**The Purchaser reserves the right to accept or to reject any Bid and annul the Bidding process or to 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 on the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

**23. LETTER OF AWARD (LoA) AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid Validity, the Purchaser will notify the successful Bidder by registered post/ Fax/ Courier that its Bid has been accepted followed by enclosing detailed LoA/Contract Form in duplicate. This will be deemed to be a contract and date of the contract shall be the date of LoA. The rate contract shall be valid for one year from the date of issue of LoA, keeping the unit price, agency and other terms and conditions of the LoA fixed during the same tenure. During this period the consultant shall place supply orders for and on behalf of the purchaser/ client i.e. SDMC/ NDMC based on purchaser's requirement, as and when required.

23.2 Upon the successful Bidder's returning back one copy of the LoA within 7 days duly stamped and signed as token of acceptance of the order on the laid out terms and conditions and also furnishing Performance Security i.e., Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9 and Clause 24, and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5.

23.3 The successful bidder will have to execute a formal contract with HLL within two weeks of issue of LoA in the prescribed Proforma on a non-judicial stamp paper of Rs. 100/- after the issue of Letter of Award.

23.4 The rate contract shall be awarded by the Procurement consultant i.e HLL Lifecare Ltd. and goods procured thereunder shall be through HLL Lifecare Ltd. only.

**24. PERFORMANCE SECURITY:**

- 24.1 The bid security of the successful bidder, if submitted in the form of Crossed account payee demand draft, shall be converted as performance security.

Successful bidder who had submitted bid security in the form of Bank guarantee, shall furnish the Performance Security/ Security Deposit within 10 days of the date of LoA under Clause 23.1 for equivalent amount (same amount as for bid security) in the form of Crossed account payee demand draft drawn in favor of HLL Lifecare Ltd, payable at New Delhi or Bank Guarantees (in the prescribed Proforma given in the Section VIII issued by any of the scheduled banks).

The performance security should be valid upto 5/6<sup>th</sup> of the shelf life of the final supply made under the Letter of Award. However, initially the performance security shall be valid upto 36 months from the date of LoA.

- 24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest Bidder or call for new Bids.

**25. LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the Goods/ stores. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods/ stores & Services shall be entertained after the Bid is accepted by the Purchaser.

**26 CORRUPT OR FRAUDULENT PRACTICES**

- 26.1 Bidders/ Suppliers/Contractors are required to observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, the Purchaser

(a) defines for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the purchaser of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Bidder recommend for award has engaged in corrupt or fraudulent practices in competing for contract in question.
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

**SECTION III****GENERAL CONDITIONS OF CONTRACT (GCC)**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated:
- a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein AND INCLUDES THE Instructions to Bidders (ITB).
  - b) "The Contract Unit Price / All inclusive total Unit Price" means the Unit price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
  - c) "The Goods/ stores" means all of the 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/ stores, such as transportation and insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
  - e) "The Purchaser" means the organization purchasing the Goods /stores i.e. South Delhi Municipal Corporation (SDMC) and North Delhi Municipal Corporation (NDMC).
  - f) Procurement consultant means HLL Lifecare Ltd.
  - g) "The Supplier" means the individual or firm supplying the Goods/ stores and services under this contract and includes its successors or assignees; and
  - h) "Consignee" means the In charge of SDMC and NDMC warehouse where the Goods/ stores are required to be delivered.

### **2. APPLICATION:**

- 2.1 The General "Conditions" shall apply to the extent they are not superseded by provisions in other parts of the contract.

### **3. STANDARDS**

- 3.1 The Goods/ stores supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Good's country of origin and such standards shall be the latest issued by the concerned institution.

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

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the 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 documents or information enumerated in clause 4.1 except for purposes of performing the contract.

4.3 Any document, other than the contract itself enumerated in 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. INTELLECTUAL PROPERTY RIGHTS**

5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of Intellectual Property Rights, including patents, trade mark, or industrial design rights arising from use of the Goods/ stores or any part thereof in the purchaser's country.

**6. PERFORMANCE SECURITY (SECURITY DEPOSIT):**

6.1 Within 10 days of Letter of Award, the supplier shall furnish performance Security to the Purchaser for the amount and validity as specified in ITB Clause 24.1.

6.2 The Performance Security as deposited by the Supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the Supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the period stated in clause 6.3.

6.3 The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/ Supplier duly performs and completes the contract in all respects and presents an absolute No-Demand Certificate.

6.4 In the event of any contract amendment, the supplier shall within 15 days of such amendment furnish the amendment to the performance security rendering the same valid for the contract as amended.

**7. INSPECTION AND TESTS**

7.1 The Purchaser or its representatives including consignees shall have the right to inspect and/or to test the Goods/ stores to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods/ stores to which it applies. The purchaser may notify the Supplier in writing of the identity of any representatives retained for these purposes, if any.

7.2 The inspections and tests may be conducted on the premises/ godowns of the Supplier prior to dispatch of Goods/ stores or at point of delivery and/or at the Good's final destination. When conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Consequence of rejection-

If the stores being rejected by the inspector or consignee at the supplier's premises or at consignee site and the supplier fails to make satisfactory supplies/offer for inspection within the stipulated period of delivery the purchaser shall be at liberty to –

- i) require the supplier to replace the rejected stores forthwith but in any event of later than a period of 10 days from the date of rejection and the supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
  - ii) purchase the quantity of the stores rejected or stores of similar description without notice to the supplier at his risk and cost and without affecting the supplier's liability as regards to the supply of any further installment due under the contract, or
  - iii) Cancel the contract and purchase the store of the similar description at the risk and cost of the supplier. In the event of action being taken under sub clause (ii) above or this sub clause the provisions of GCC clause 15 shall apply as far as applicable.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods/ stores after the Good's delivery to the Consignee shall in no way be limited or waived by reason of the Goods/ stores having previously been inspected, tested and passed by the Purchaser or its representative prior to the Good's shipment.
- 7.5 Nothing in clause 7 shall in any way release the Supplier from any warranty or other obligations under this contract.
- 7.6 Deleted
- 7.7 The following inspection and sampling procedure shall be followed by the Purchaser or his representative while Inspection is carried out at Manufacturer's premises / warehouse.
- a) The entire quantity against each item of the Contract should be offered for Inspection and sampling preferably in one lot and in no case exceeding two lots.  
  
The manufacturer shall furnish at the time inspection to the inspecting authority's authorized representative(s) the following documents:-
    - i. Valid manufacturing license.
    - ii. Valid CIB Registration for the product.
    - iii. Packing list containing batch details of item to be supplied.
    - iv. Quality Test Certificate for incoming raw materials.
    - v. Batch manufacturing record.
    - vi. Internal Quality Assurance report for each batch.
    - vii. Batch release certificate.
  - b) Three sets of samples of required quantity shall be drawn at random from each batch of product offered for inspection by the Purchaser's inspector at manufacturer's premises and sealed before dispatch.
  - c) One set of sealed samples will be sent to a Government approved independent laboratory selected by the Purchaser for conducting the required test as per specifications and give a report within 3 weeks to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector of Procurement Agency.
  - d) The sample retained with manufacturer & inspector will be retained till the end of the shelf life of the item.

- e) Inspection note will be issued by the inspecting authority of Procurement Agency on the basis of test report, accepting or rejecting the batch as the case may be. The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- f) The Goods/Stores will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.
- g) The samples drawn from each batch at the time of sampling have to be replenished by the supplier from the respective batches at no extra cost to the Purchaser.

**8. PACKING**

- 8.1 The Supplier shall provide such packing of the goods/ stores 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 temperature, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the Goods/ stores final destination and the absence of heavy handling facilities at all points in transit. All primary packaging containers which come in contact with the Goods/ stores content shall strictly conform to the specifications included in the relevant standards to protect the quality and integrity of the goods/ stores.
- 8.2 The packing, marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification.

Each package shall contain:

- a) A packaging note quoting the name of the Purchaser
  - b) The number and date of order
  - c) Nomenclature of the goods/ stores
  - d) Schedule of parts for each complete equipment giving part number with reference to assembly.
- 8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods/ stores due to faulty protective & Insecure packing and shall arrange for prompt replacement.
  - 8.4 In addition to the above, the packing and marking will be complied as indicated in schedule of requirement and technical specifications.

**9. DELIVERY**

- 9.1 Delivery of the Goods/ stores shall be made by the Supplier within the period stipulated in the Schedule of Requirements and consequently stipulated in the resultant Award/ contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of contract and the delivery must be completed not later than the date(s) as specified in the contract.
- 9.2 Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of shipment including contract number, Railway Receipt/Lorry Receipt/Goods Receipt number and date, description of Goods/ stores,

quantity, consignee etc. The supplier shall dispatch the following documents to the Purchaser with a copy of each of the documents to the insurance company by courier service:

- (i) 3 copies of the supplier's invoice showing a description of the goods/ stores, quantity, unit price, total amount;
- (ii) Acknowledgement of receipt of Goods/ stores from the consignee(s);
- (iii) Insurance certificate;
- (iv) Supplier's/manufacturer's warranty;
- (v) Inspection certificate issued by the nominated inspection agency and the supplier's/ manufacturer's factory inspection report; and
- (vi) Certificate of origin.

**10. INSURANCE**

- 10.1 The Goods/ stores supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site.
- 10.2 For delivery of goods/ stores to site, the insurance shall be obtained by the supplier in an amount equal to 110% of ex-works value of goods/ stores from "Warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, etc. In any event the Goods/ stores are at the suppliers risk until delivery to sites.

**11. TRANSPORTATION**

To be arranged by the supplier up to consignees end duly insured.

**12. PAYMENT**

Both for Indian origin goods/ stores and for import origin finished goods/ stores. (To be read in conjunction with clause 6 of ITB.)

- 12.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods/ stores delivered and Services performed and by shipping documents, such Goods/ stores to be duly certified and wherever applicable supported with documentary evidence in support thereof satisfactory installation duly certified by authorized personnel of consignees, shall accompany for release of balance payment.
- 12.2 (i) 90% of the invoice values will be made within 30 days of documentary proof of receipt of the invoiced goods/ stores as per the consignee receipt certificate provided in Section VIII and other documents as in clause 9.2 above.  
  
(ii) Balance 10% payment will be made with in 120 days of documentary proof of receipt of the invoiced goods/ stores as per the acceptance certificate provided in Section VIII.

**13. PRICES**

- 13.1 Prices charged by the Supplier for Goods/ stores delivered and services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.



**14. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 14.1 The time and date specified in the Contract for the delivery of the Goods/ stores shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods/ stores and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default as per GCC clause 16.
- 14.4 If at any time during the performance of the Contract, the Supplier or its sub-Suppliers(s) should encounter conditions impeding timely delivery of the Goods/ stores and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.
- 14.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 15 of the General Conditions of Contract, liquidated damages on the goods/ stores and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT or on account of any other tax or duty which may be levied in respect of the goods/ stores and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods/ stores and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/ Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 14.6 The supplier shall not dispatch the goods/ stores after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods/ stores without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser. In the event the goods/ stores are accepted by the consignee after the expiry of the delivery period, the right of the purchaser to levy liquidated damages on delayed supplies will not be forfeited.

**14.7 Passing of Property:**

- 14.7.1 The property in the goods/ stores shall not pass to the purchaser unless and until the goods/ stores have been delivered to the consignee in accordance with the conditions of the contract.
- 14.7.2 Unless otherwise agreed, the goods/ stores remain at the supplier's risk until the property therein is transferred to the purchaser.

**15. LIQUIDATED DAMAGES**

- 15.1 Subject to force – majeure events, if the Supplier fails to deliver any or all of the Goods/ Supply Order stores or perform the Services within the time period(s) specified in the Contract/ the Purchaser shall, without prejudice to its other remedies under the Contract, or extended under Clause **14.4**, the Purchaser shall without prejudice to its other remedies under the contract deduct from the respective Supply Orders Price, as Liquidated Damages, a sum equivalent to 0.5 percent of the price of the delayed Goods/ stores or unperformed Services for each week of delay or part thereof until actual delivery or performance (cumulative delay in weeks considering delay in offering for inspection and delay in delivery of goods after issue of inspection note as mentioned in Schedule of Requirement: Section V), up to a maximum deduction of 10 (ten) percent of the respective Supply Orders Price. Once the maximum is reached, the purchaser may consider termination of the contract/ Supply Order.

**16. TERMINATION FOR DEFAULT**

- 16.1 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 in part:
- (a) if the Supplier fails to deliver any or all of the Goods/ stores within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to Clause 14, or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods/ stores or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods/ stores. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**17. FORCE MAJEURE**

- 17.1 Notwithstanding the provisions of Clause 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purpose of this clause and clauses 14.3, 15.1 & 17.3 “Force Majeure” means an event beyond the control of the Supplier and not involving the supplier’s fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**18. TERMINATION FOR INSOLVENCY**

18.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the Contract on the part of the Supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**19. TERMINATION FOR CONVENIENCE**

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

19.2 The goods/ stores that are complete and ready for shipment within 30 (thirty) days after the Supplier’s receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods/ stores, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/ stores and for materials and parts previously procured by the Supplier.

**20. RESOLUTION OF DISPUTE**

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/ Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Chairman and Managing Director of HLL Lifecare Limited. The award of the arbitrator shall be final and

binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-)

20.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India).

**21. GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language), as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

**22. APPLICABLE LAW**

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

**23. NOTICES**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in Writing to the address specified for the purpose in the Special Conditions of Contract.

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

**24. TAXES AND DUTIES**

24.1 Supplier shall be entirely responsible for all taxes, stamp duties, license fees, Octroi, Road Permits etc. incurred until delivery of the contracted Goods/ stores to the Purchaser.

**25. WARRANTY**

(i) The supplier warrants that the Goods/ stores supplied under this Contract will have remaining a minimum of five-sixths of the specified shelf life at the time of supply to the consignee, have 'overages' within the ranges set forth in the Technical Specifications and are not subject to recall by the applicable regulatory authority due to unacceptable quality or on adverse reaction, and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the contract. In the event any of the goods/ stores are recalled, the Supplier shall notify the Purchaser within 14 days.

(ii) This warranty shall remain valid up to shelf life after the Goods/ stores have been delivered to the final destination indicated in the Contract.

(iii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

(iv) Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective Goods/ stores without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods/ stores once the replacement Goods/ stores have been delivered. In the event of any replacement of defective goods/ stores during warranty period, the warranty for the replaced goods/ stores shall be extended to a further period up to shelf life of the replaced Goods/ stores.

(v) If the Supplier having been notified fails to replace the defective Goods/ stores within a reasonable period, the Purchaser may proceed to take such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**26. JURISDICTION:**

All disputes arising out of the contract shall (subject to clause 20) be subject to the Jurisdiction of the appropriate court at New Delhi only.

**27. Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

*SECTION IV*

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over the General Conditions of contract.

**1. PERFORMANCE SECURITY**

The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/Supplier duly performs and complete the contract in all respects and presents an absolute No – Demand Certificate.

**2. Deleted**

**3. IMPORTS:**

For Import origin finished goods/ stores quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import / custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**4. QUALIFICATION CRITERIA (QC):**

Bidders must satisfy the minimum requirement of **Qualification Criteria (QC)** as specified in Section VII. In support of this, data on past performance should be submitted as per proforma of performance given in Sec. VIII. (Refer Section – VII & Sec VIII)

**5. PERFORMANCE STATEMENT:**

Bidders should give performance statement for the orders received and executed successfully during last three years prior to date of Bid opening (As per format given in Section VIII). It will be considered for compliance to clause of “Qualification Criteria” in Sec VII.

**6. BID FORM:**

Signed Bid Form to be submitted by all bidders as per format attached at Section VIII.

**7. MISCELLANEOUS:**

- a) Bidders have to purchase only one set of bid document for all the item(s)/Schedule(s) under an IFeB number. The bidder is free to quote for all or any of the item(s)/ Schedule(s).
- b) While quoting for any Item(s)/ schedule(s), all components and quantities specified in the item/ schedule must be quoted. The Purchaser will evaluate bid on an individual Item/schedule wise basis.
- c) Evaluation will be made on the basis of total all inclusive total unit price value offered of each item(s)/ schedule(s).
- d) The break up of “all inclusive total unit price” on any item/ schedule is also to be furnished in the price offered by bidder.



***SECTION V***

**SCHEDULE OF REQUIREMENTS (SOR)**

**SCHEDULE OF REQUIREMENTS (SOR)**

Sl. No.	e-BidRef.No. (Event No.)	Brief Description of item	Approximated Required Quantity (In Kg)	Bid Security (In Rupees)
1	3000000254	Malathion Technical or its equivalentCyphenothrin 5% EC	11,250 kg Or 1,575 ltr	1,45,125/-

Note: -

- 1) All the materials should be well packed in the sizes mentioned in the Technical specifications to avoid any breakage during transit.
- 2) **Terms of Delivery-** Free delivery at the consignees end i.e. freight and all other levies pre paid up to destination at consignees end.
- 3) **Delivery period-**
  - (a) The contractor/supplier shall offer the Goods/ stores mentioned above for inspection within 10 days from the date of issue of supply order.
  - (b) The contractor/ supplier shall deliver the inspected and acceptable Goods/stores within 10 days from the date of issue of inspection note.
- 4) Available shelf life at the time of supply should be 5/6<sup>th</sup> of the CIB approved shelf life.
- 5) Stores should be suitable for storage and use in Delhi.
- 6) Consignee list is as enclosed at Section IX.

***SECTION VI***

**TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

### **For Malathion Technical**

#### **1. Description: -**

Malathion Technical as approved by NVBDCP for fogging operations under vector Borne Disease control Programme.

- a. ISI /WHO specification.
- b. Shelf life should be as approved by CIB. Available shelf life at the time of supply should be 5/6th of CIB approved shelf life.
- c. The insecticides should be approved by NVBDCP for use under National Vector Borne Disease Control Programme
- d. suitable for storage and use in Delhi.
- e. Insecticide should be registered with CIB.
- f. The supplier shall replace the unused material, if any, with the consignee at least one month before the expiry of the shelf life with fresh material.

#### **2. Packing and Marking:-**

- I packing shall be in 250 Kg capacity containers or as per CIB approved specification.
- II Marking: Marking should be as per approved specifications and the containers shall bear following information legibly and indelibly in addition to the information required under Insecticide Act, 1968 and rules framed there under:-

a) **SDMC Supply- NOT FOR SALE**

**OR**

**North DMC Supply- NOT FOR SALE**

- b) Name of the material
- c) Name of the manufacturer
- d) Date of manufacture & date of expiry
- e) Batch No.
- f) Net mass of contents
- g) Nominal pesticide content percentage
- h) Contract No. and date
- i) The cautionary notice worded as in the Insecticides Act and Rules

### **Or For Equivalent Cyphenothrin 5%EC**

The insecticide shall conform to the specification as per registration committee of Central Insecticide Board and for standards to be published by the Bureau of Indian

Standards. Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended thereof.

**Registration-**The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for adult mosquito control of disease vectors.

**Shelf Life / Efficacy-** The expiry date i.e. the date up to which the insecticide shall retain its efficacy & toxicity shall be for a period of two years from the date of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard shall have to be furnished along with the documents. At the time when the stores are offered for inspection, the life of insecticides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

**Packaging-** The stores shall have to be packed as per Registration Certificate (in 100 ml, 250 ml, 500ml, 1 lt. & 5 lt.) in tin container suitable lacquered from inside with leak proof and pilfer proof closure system confirming to IS: 9992-1991 and its subsequent amendment thereof, if any.

A leaflet as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

**Marking-** The following information shall be marked legibly and indelibly on each container in addition to the information required under the Insecticide Act 1968 and rules framed there under:

- a) Name of the Material;
- b) Name of the manufacturer;
- c) Date of manufacture;
- d) Date of expiry;
- e) Batch number;
- f) Net quantity;
- g) Nominal Cyphenothrin contents, percent(m/m);
- h) Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed thereunder;
- i) Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.

In addition, the container shall be marked.

**SDMC Supply- NOT FOR SALE**

**OR**

**NDMC Supply- NOT FOR SALE**

***SECTION VII***

**QUALIFICATION CRITERIA (QC)**

**QUALIFICATION CRITERIA (QC)**  
**(Refer to clause 7 of ITB & Clauses 4 & 5 of SCC)**

1. The bidder must declare whether they are quoting as a manufacturer or as the authorized agent of the manufacturer
  - a. If the bidder is participating as a manufacturer of the product, they should furnish
    - i. Valid manufacturing license for manufacturing this product on the date of bid opening
    - ii. Valid CIB registration certificate on the date of bid opening.
  - b. If the bidder is participating as an authorized agent on behalf of manufacturer they should submit
    - i. Valid manufacturing license of the manufacturer on whose behalf the bidder is participating as authorized agent
    - ii. Valid CIB registration certificate of the agent on the date of bid opening for importing and marketing.
    - iii. Manufacturer's authorization certificate as per the format given in section VIII. The authorization (board of resolution under common seal of company/power of attorney) in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.
    - iv. Quoted product should be from the manufacturer/source as per details given in CIB registration certificate.
2. Deleted
3. The bidder must have received and successfully executed the supply order in India to the extent of minimum **25%** of the approximated required quantity of Malathion Technical or its equivalent i.e. Cyphenothrin 5% EC {as detailed in Technical Specifications (Section VI)} indicated in Schedule of Requirements (Section V) in any one year during the last three years prior to the date of Bid opening viz. **13.07.2015 (first year from 13.08.2015 to 14.08.2014, 2<sup>nd</sup> year from 13.08.2014 to 14.08.2013 and 3<sup>rd</sup> year from 13.08.2013 to 14.08.2012)**. In support of this, data on past performance should be submitted as per proforma in Section VIII. Supplies made to Whole Sale stockiest, Distributors, Own Agents, Sister Company will not be considered for counting 25% performance unless it reaches the end user, for which the performance certificate should be submitted as per the format provided at Section-VIII, Format A).

**Note:**

**The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria as above.**

***SECTION VIII***

**PROFORMA-SAMPLE FORMS**



**BID FORM**

**To**

**The SVP(GB)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307

**Date:**

**Ph : 0120 – 4071500**

Fax: 0120 – 4071513

**IFeB No.:** .....

Dear Sir,

Having examined the Bidding Documents including Addenda nos....., the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver .... (Description of Goods/ stores and Services) in full conformity with said bidding documents for the sum(s) as stated in the Price Schedule attached or such other sums as may be determined in accordance with the terms & conditions of the contract and are made part of the this bid.

We undertake, if our bid is accepted, to deliver the goods/ stores in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will submit performance security as per the terms mentioned in clause no 6 of GCC at section -III for the due performance of the contract, in the form and within times specified in the bidding documents.

We agree to abide by this bid for a period of 90 (ninety) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your Letter 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 against your above-referred Bid enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. Rules/procedures.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bid document, including amendment/ corrigendum, if any.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely " Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

<u>Name and address of agent</u>	<u>Commission or</u>	<u>Amount in Indian Rupees</u>	<u>Purpose of gratuity</u>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

(If none, state "none")

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

**Signature with date** .....

**In the capacity of (insert title or position)** .....

**Duly authorized to sign this Bid for and on behalf of**  
**(Insert: name of the bidder)** .....

**Full business address of the bidder** .....

**PRICE SCHEDULE**

1	2	3	4	6				7	
Item No./ Schedule No.	Item Description	Country Of origin	Accounting Unit	Price for each unit				Total price for each unit	
				Ex-factory Ex warehouse/ Ex showroom Off-the shelf	Excise Duty, If any	Sales tax payable	Inland Transportation, Insurance & other local costs incidental to delivery		
				(a)	(b)	(c)	(d)		(a+b+c+d)

**Total Unit price** :  
**In Figures** :  
**In Words** :

**Note:**

In case of discrepancy between the amount in words and figures the amount in words will prevail.

**Signature of Bidder**  
**Name of Bidder**  
**Business Address**

**Place:**

**Date:**

**CONTRACT FORM**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

[insert: Name of Purchaser], a [insert: description of type of legal entity], for example, an agency of the Ministry of.....of Government of [insert: country of Purchaser], or corporation incorporated under the laws of [insert: country of Purchaser], and having its principal place of business at [insert: address of Purchaser], (hereinafter called “the Purchaser”),  
and

[insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier], (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods/ stores and ancillary services viz, [insert: brief description of Goods/ stores and Services] and has accepted a bid by the Supplier for the supply of those goods/ stores and services in the sum of [insert: contract unit price in the words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Condition of Contract
  - (c) General Condition of Contract
  - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Schedule of Requirements
  - (g) The Purchaser’s Letter of Award and supply order
  - (h) [ Add here: any other documents]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods/ stores and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods/ stores and Services and the remedying of defects therein, the Contract unit Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner

prescribed by the Contract.

SI NO.	BRIEF DESCRIPTION OF GOODS/ STORES	UNIT PRICE	DELIVERY TERMS

DELIVERY SCHEDULE:

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

in the capacity of [ insert: title or other appropriate designation]

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

For and on behalf of the Supplier

Signed: \_\_\_\_\_

in the capacity of [ insert: title or other appropriate designation]

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

CONTRACT AGREEMENT

date the [insert: number] day of [insert: month], [insert: year]

BETWEEN

[insert: name of Purchaser], “ the Purchaser”

and

[ insert: name of Supplier], “the Supplier”

**BID SECURITY FORM (BANK GUARANTEE)**

Whereas .....(name of bidder) (hereinafter called “the bidder”) has submitted his bid dated.....(date) for the supply of ..... (hereinafter called “the bid”)

KNOW ALL MEN by these presents that we .....of .....having registered office at.....(hereinafter called “the bank”) are bound unto the HLL LIFECARE Limited (hereinafter called “the purchaser”) in the sum of.....for which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this.....day of.....20

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the bidder
  - a. withdraws its bid during the period of bid validity specified by the bidder in the bid form, or
  - b. does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders, or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:
  - a. fails or refuses to sign the contract agreement when required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to bidders;

We unconditionally and irrevocably undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of any one of the two above named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty-five) days after the period of bid validity or as it may be extended by the purchaser, notice of which [extension(s)] to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

For and on behalf of the Bank

Signed : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

In the capacity of [insert: title or other appropriate designation]  
Common Seal of the Bank

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

**The SVP(GB)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307

**Ph : 0120 – 4071500**

Fax : 0120 – 4071513

WHEREAS .....(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no.....dated.....20....to supply (description of goods/ stores and services (hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee from a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW 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), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you unconditionally and irrevocably, 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 limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of our demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 36 months from the issue of Letter of Award.

Signature and seal of the guarantor

Place  
Date

**PROFORMA 'B'**

**Proforma for goods/ stores and quality control employed by the manufacturer(s)**

IFeB No.

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods/ store quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods/ stores quoted for

- a. normal
- b. maximum

05 Total annual turn-over(value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

**Signature and seal of the bidder**



**PERFORMANCE STATEMENT**

**(Refer Qualification Criteria –Sec vii & Clause 7 of ITB, clause 4 & 5 of SCC)  
 (Proforma for Performance Statement (for a period of last three years from the date of Bid Opening))**

Name of item offered \_\_\_\_\_ Date of Opening \_\_\_\_\_  
 \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Order placed by (full name and address of purchaser) A copy of purchase order must also be enclosed	Order No and date	Description and quantity of ordered stores	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the stores been satisfactorily Supplied?	Attach a certificate from the Purchaser / Consignee)* In the format –A attached.
				As per Contract	Actual			
1	2	3	4	5		6	7	8

**Signature and seal of the bidder**

\*The certificate will be in English as per allocated format giving all information as indicated therein from the consignee / end user with cross reference of order no. and date (as given in the performance statement) in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is **proved** to be false or incorrect, the Bid Security furnished will be forfeited along with other action as deemed fit by the purchaser. This certificate from a middleman namely retailer/dealer/distributor other than the actual end user / consignee will not be accepted.

**MANUFACTURER'S AUTHORISATION FORM**

No. \_\_\_\_\_

dated \_\_\_\_\_

To

**The SVP(GB)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307

**Ph : 0120 – 4071500**

Fax: 0120 – 4071513

Dear Sir,

**Reference: IFeB No.**

We, ....., who are established and reputable manufactures of....., having factories at..... (address of factory) do hereby authorize M/s..... (name and address of agent) to submit a bid, and sign the contract with you against the above IFeB.

No company or firm or individual other than M/s..... are authroised to bid, and conclude the contract in regard to this business against this specific IFeB.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods/ stores and Services offered by the above firm against this IFeB.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the unitprice quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

(name)  
(Name of manufacturers)

**Note:**

- (i) **This letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.**
- (ii) **Original Letter may be sent.**

**CONSIGNEE RECEIPT CERTIFICATE**

Received intact the entire material in full and good condition and the goods/ stores have been taken into account entering in the stock register. The details are certified as under;

1. HLL Order No. and date : \_\_\_\_\_
2. Name of supplier : \_\_\_\_\_
3. Name of Item & Quantity : \_\_\_\_\_
4. Inspection Note No. & Date : \_\_\_\_\_
5. Lorry Receipt No.& date : \_\_\_\_\_
6. Supplier's Invoice/Challan no. & date : \_\_\_\_\_
7. Date of receipt of Goods/ stores : \_\_\_\_\_
8. Stock register page no. & date : \_\_\_\_\_

**CONSIGNEE'S SIGNATURE WITH SEAL,  
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

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**ACCEPTANCE CERTIFICATE**

1. HLL Order No. and date : \_\_\_\_\_

2. Name of supplier : \_\_\_\_\_

3. Name of the item received in full and  
good condition (in units) with quantity  
and Batch number as under :

**ItemQuantityCorresponding Batch Number(s)**

**CONSIGNEE'S SIGNATURE WITH SEAL,  
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

**CERTIFICATE**

**(To be submitted by the bidder in Company's letter head)**

To

(Name of the purchaser)

**Sub: Certificate regarding de-registration/ debarred/ blacklisted/ banning/ suspended for business etc.**

Ref. : IFeBNo..... due on .....

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 Central Insecticide Board (CIB) or Bureau of Indian Standards (BIS) or NVBDCP or MCD/SDMC/NDMC/EDMC, Directorate General of Health Services, Ministry of Health & Family Welfare, Govt of India, New Delhi or any other Relevant Country Authority 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 (ITB) and the Purchaser shall be entitled to reject our Bid and forfeit the Bid Security for the product quoted, submitted by us against this IFeB.

We have also noted that after submission of Bid and before Award of Contract, if we are deregistered or debarred or blacklisted by any of the aforesaid organizations, our bid will be considered as **non-responsive**.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Print Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**UNDERTAKING FOR UNDERSTANDING OF TERMS & CONDITIONS OF BID ENQUIRY**  
**DOCUMENT**

**(To be submitted by the bidder in Company's letter head)**

To

(Name of the purchaser)

**Sub : Certificate regarding understanding of terms and conditions of TED.**

**Ref.: IFeB No. .... due on .....**

We certify that we have understood all the terms and conditions of above referred Bid. We also have understood all details required to be furnished along with Bid as read under Bid enquiry.

We have found no ambiguity/ hindrance for participation in the bidding process.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Print Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**CERTIFICATE FOR FREE DISTRIBUTION**

**(On letter head of HLL)**

**TO WHOM IT MAY CONCERN:**

It is certified that the consignments vide Contract No ..... dated ..... Awarded on M/s ..... By HLL LIFECARE Limited on behalf of SDMC and NDMC, for Malaria control are meant for Free distribution in India and not for sale.

**HLL LIFECARE Ltd**  
B-14A, Sector-62,  
Noida –201 307

**(Signature with seal & date)**

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**SECTION IX**

**CONSIGNEE LIST**

S.No	Consignee
1	Central Store,SDMC, Anti Malaria Operations, Jhandewalan, Near Mata Mandir, Delhi
2	Central Store,NDMC, Anti Malaria Operations, Jhandewalan, Near Mata Mandir, Delhi



**SECTION X****CHECKLIST**

<b>SINo.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Page No. in the bidding document</b>	<b>Remark</b>
1.	Have you enclosed Bid fee of required amount as mentioned in IFeB?			
2.(a)	Have you quoted as a manufacturer?			
(b)	If not, have you quoted as an Agent! If so, have you enclosed manufacturer's authorization certificate as per recommended format under section VIII?			
3(a)	Have you enclosed EMD of required amount for the quoted schedules?			
(b)	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section VIII?			
(c)	In case Bank Guarantee is furnished, have you given the validity of Bank Guarantee as per clause 9 of ITB?			
4.(a)	Have you enclosed duly signed & sealed Bid Form?			
(b)	Have you enclosed Power of Attorney in favor of the signatory?			
5.(a)	Have you enclosed an attested copy of certificate of CIB Registration for the specific product?			
(b)	Are you registered with CIB with your manufacturer as an importer and marketing the product in India? If so, enclose the copy of the certificate.			
(c)	Do you hold a license for manufacturing the specific product valid on the date of Bid opening issued by any regulatory authority? If so, please attaché a copy of the license.			
6.	Whether your product is approved by NVBDCP? If yes, please enclose the necessary document.			
7.(a)	Have you enclosed clause-by-clause commentary on the compliance of goods/ stores to purchaser's Technical specifications?			
(b)	Have you enclosed a statement of deviations and exceptions on above			
8.	Have you kept validity of the offer as per the bid document?			
9.	Have you submitted satisfactory performance statement as per the Proforma for performance statement in Sec. VIII of Bidding Document in respect of orders executed along with documents as required and mentioned therein accompanied with end users certificate in Format-A?			
10.	Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/ NSIC(for the Bided specific product & specification)			
11.	Have you submitted Manufacturing and Marketing experience as per the bid document?			
12.	Have you submitted an attested copy of certificate certifying that you have not been blacklisted and banned or debarred?			
13.	Have you submitted a certificate regarding actual annual production duly certified by chartered accountant?			

SINo.	Activity	Yes/No/NA	Page No. in the bidding document	Remark
14.	Have you submitted copy of the order(s) and end user's/client's certificate of satisfaction for value and order nos. of contracts for each schedule to demonstrate having successfully completed the same?			
15.	Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant?			
16.	Have you submitted a statement of installed manufacturing capacity duly certified by CA/CE?			
17.	Have you submitted copies of audited financial statement for the last three years?			
18.	Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
19.	Have you submitted a write-up on your production capabilities?			
20.	Have you submitted price of goods in the price schedule?			
21.	Have you confirmed that you agree with all terms and condition of the bid document?			
22.	Have you confirmed payment terms?			
23.	Have you confirmed delivery period as per bid document and terms of delivery at consignee site?			
24.	Have you submitted the certificate of incorporation?			
25.	Have you complied with the warranty declaration without any variation GCC Clause 25)?			
26.	Have you submitted the certificate/details of plant & machineries?			
27.	Have you indicated your PAN/ITCC			
28.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
29.	Have agreed in all respect to clauses concerning:			
a.	Performance security (GCC Clause. 6)			
b.	Force majeure (GCC Clause 17)			
c.	Applicable law(GCC Clause 22)			
d.	Taxes & Duties (GCC Clause 24)			
e.	Resolution of dispute (GCC Clause 20) and Jurisdiction (GCC Clause 26)			

HLL Lifecare Limited

Sl No.	Activity	Yes/No/NA	Page No. in the bidding document	Remark
30.	Have you furnished documents establishing your eligibility & qualification as per clause 7 of ITB?			
31.	Have you enclosed a certificate as per format in Section VIII, certifying that you have understood all the terms & condition including all details required to be furnished along with Bid as read under Bid enquiry?			

**Signature of the Bidder with Seal**

N.B. The bidder may go through the checklist and ensure that no column is vacant. If any column is not applicable, NA may be written under the relevant column. The signature of this statement automatically ensures the correctness of the information/ statement as above.