

NOTICE INVITING

EXPRESSION OF INTEREST

**EMPANELMENT OF AGENCY FOR SITC OF OXYGEN
GENERATION PLANT AT PUBLIC HEALTH FACILITIES ON
PAN INDIA BASIS**

HLL/CMO/HCD/P&S/OGP/EOI/2021-22

18th May 2021



HICARE DIVISION

HLL Lifecare Limited

**(A GOVERNMENT OF INDIA ENTERPRISE),
CENTRAL MARKETING OFFICE, HLL BHAVAN, #26/4,
TAMBARAM-VELACHERY MAIN ROAD, PALLIKARANAI,
CHENNAI-600 100**

www.lifecarehll.com

CIN No U25193KL1966GOI002621

MAY 2021

INDEX

Section	Topic	Page No.
I	Notice inviting Expression of Interest	3
II	Instructions To The Bidders (ITB)	12
III	General Conditions of Contract (GCC)	22
IV A	Scope of Work	34
IV B	List of Requirements	35
IV C	Technical Specifications	36
V	EOI Form	43
VI	Contract Form 'A'	44
VII	Pre-contract Integrity pact	50
VIII	Indemnity Clause	57
IX	Declaration	58
X	Annual Turnover Statement	59
XI	Manufacturer's Authorization Form	60
XII	Bid Security Declaration Form	61

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Hicare Division, Central Marketing Office,
HLL Bhavan, No26/4,
Tambaram-Velachery Main Road, Pallikaranai,
Chennai-600 100, Tamilnadu, India
Ph: +91-44-2981 3732/34

SECTION I

NOTICE INVITING EXPRESSION OF INTEREST

HLL/CMO/HCD/P&S/OGP/EOI/2021-22

Dt. 18.05.2021

HLL Lifecare Limited (HLL) CIN No. U25193KL1966GOI002621 is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations". In its quest to become a comprehensive health care solutions - provider, HLL diversified into hospital products, healthcare and retail services, while nurturing its core business of providing quality contraceptives.

HLL invites "Expression of Interest (EOI) for empanelment of agency for SITC of PSA Oxygen Generation Plant at Public Health Facilities on PAN India Basis. The financial bid will invited from the empanelled vendors as and when there is a requirement from our client.

SI No	Particulars	Description
1	Name of Item/Work	EOI for empanelment of agency for SITC of PSA Oxygen Generation Plant at Public Health Facilities on PAN India Basis.
2	Period of Empanelment	2 years and further extendable upto 6 months from the date of empanelment
3	Technical Specification	Section VI
4	Bid Security/EMD	Bid Security Declaration Form as per SECTION XVII
5	EOI Document fee	Rs. 7,500/- (including Tax)
6	Eligibility criteria for Bidders	As per EOI document
7	Last Date and Time for Online submission of EOI	31-05-2021 at 15:00 hrs
8	Date and time of opening of EOI	01-06-2021 at 15:00 hrs

SI No	Particulars	Description
9	HLL A/c Details for payment of EOI document Fee (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number: 30307560166 IFSC Code: SBIN0004350 Branch name: Commercial Branch, Thycaud, Thiruvananthapuram

GENERAL INSTRUCTION TO BIDDERS

- 1 This EOI is being published online in Government e-Procurement portal, <https://etenders.gov.in/eprocure/app>.
- 2 EOI can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
- 3 The EOI and its corrigendum/extension will also be published in our company website, URL address: <https://etenders.gov.in/eprocure/app>.
- 4 The EOI process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the EOI document.
- 5 All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government e-Procurement website. Bids shall be accepted only through online mode on the Government e-Procurement website and no manual submission of the same shall be entertained. Late bids will not be accepted.
- 6 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 7 Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
- 8 Bidders are advised to visit CPPP website <https://etenders.gov.in/eprocure/app> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Document.
- 9 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government e-Procurement Portal.

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/Supplier. The bidders, who submit their bids for this EOI after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this EOI.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this EOI.

9.2 Searching for Tender

- a) There are various search options built in the CPP Portal, to facilitate bidders to

search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the EOI document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the EOI before submitting their bids.
- b) Please go through the EOI document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Bidder are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:-

For any technical related queries please call at 24 x 7 Help Desk Number:

0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

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

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc@nic.in Policy Related – cphp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the EOI and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the EOI. Address for communication and place of opening of bids:

DEPUTY VICE PRESIDENT (HCD),

Hicare Division,

HLL Lifecare Limited,

HLL Bhavan, #26/4, Tambaram-Velachery Main Road,

Pallikaranai, Chennai – 600 100,

Tamilnadu, India.

Phn: 044-29813732/34

E-mail: hcdcmo@lifecarehll.com

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

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

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

18. Online Tender Process:

The EOI process shall consist of the following stages:

- I. Downloading of tender document: EOI document will be available for free download on Government e-procurement portal ([URL:https://etenders.gov.in/e procure/app](https://etenders.gov.in/e procure/app)). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- II. Pre-bid meeting: Not Applicable for this EOI
- III. Publishing of Corrigendum: All corrigenda shall be published on Government-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and shall not be available elsewhere.
- IV. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this EOI on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- V. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification..
- VI. Invitation & Opening of Financial Bids: Bids of the qualified bidders shall only be considered for invitation, opening and evaluation of the financial bid.

19. EOI Document Fees:

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

Name of Bank: State Bank of India
Ac number: 30307560166
IFSC Code: SBIN0004350
Branch name: Commercial Branch, Thycaud, Thiruvananthapuram

MSME units interested in availing exemption from payment of EOI document Fee should submit a valid copy of their Udyog Aadhaar registration certificate as mentioned in the NIT. But the Party has to provide Security deposit if order is awarded to them. Security deposit will be 3 % of the order value.

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

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

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the bids and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including black listing.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on HLL Lifecare Limited due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to HLL Lifecare Limited on this Account. However, it must be clearly understood that the agency/bidder will comply to all statutory obligation in force and amended from time to time and HLL Lifecare Limited will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations.
25. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
26. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

27. Submission Process:

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

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

DEPUTY VICE PRESIDENT (HCD)

SECTION II

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Chennai) or its units thereof.
- d. **'Engineer-In-Charge'**, shall mean the Engineer appointed by the purchaser/owner to supervise all activities of the project.
- e. **'Supplier/Supplier'**, shall mean the successful bidder whose bid has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- f. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his bid has been accepted.
- g. **'Contract'**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/owner and the Supplier.
- h. **'Date of Contract'**, shall mean the date on which the successful bidder has accepted the notification of award.
- i. **'Contract Period'**, shall mean the period (including rainy season) specified in the EOI during which the contract shall be executed.
- j. **'Completion Certificate'**, shall mean the certificate issued by the purchaser/owner to the Supplier after successful completion of the project.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced supplier who are capable of executing the Specified work as per our EOI conditions.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this EOI.
- 3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2 EOI documents may be downloaded free of cost from the Government e-procurement portal (URL:<https://etenders.gov.in/eprocure/app>). However, EOI document fees, as mentioned in the Notice Inviting EOI, is required to be submitted along with the online bid.

5. Getting information from web portal

- 6.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of Notice Inviting EOI for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a EOI at any stage.
- 6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of EOI. No manual submission of bids shall be entertained for the EOI published through Government e-procurement portal under any circumstances.
- 6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

6. Bidding Documents

7.1. Content of Bidding Documents

- 7.1.1. The bidding documents shall consists of the following unless otherwise specified
- a. Notice Inviting Expression of Interest
 - b. Instructions to Bidders

- c. General Conditions of Contract
- d. Scope of work
- e. Form of Bid

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

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms and Technical Specifications in the Bid Document. Failure to comply with the requirements of EOI Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

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

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

7.3 Amendment to bidding documents

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

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

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

8 Preparation of Bids

8.1 Language of the Bid

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

8.2. Documents Comprising the Bid

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

- i. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the Supplier) in the prescribed format.
- ii. Payment of EOI document fee as detailed in the e-tender web site.
- iii. Bid Security declaration.
- iv. Copy of Registration (GST, PAN etc) Certificate duly attested.
- v. Copy of Documents in proof of eligibility criteria
- vi. Copy of Documents in proof of financial turnover.
- vii. Other documents specified in EOI.

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

8.3. Bid Prices

The Financial bids will be invited separately from the technically qualified empanelled vendors only. The bid price shall be quoted in Indian Rupees only.

8.3.1. The financial bid will have following 3 deliverables as per the requirement.

- a) SITC of PSA Oxygen Generation Plant.
- b) Infrastructure works for Oxygen Generation Plant.
- c) Engagement of operator for operating the plant.

8.3.2. No other bidders who had not submitted their technical offer against this EOI will not be accepted for the financial bid.

8.3.3. Financial bid will be invited on multiple occasions as per the requirement during the tenure of empanelment.

8.4. Bid Security (EMD)

8.4.1 The Bidder shall furnish, as part of his Bid, a Bid Security Declaration as detailed in the EOI. For e-tenders, Bidders shall upload the Bid Security Declaration given in e-tender under Government e-Procurement system only.

8.4.2 Each bid must be accompanied by Bid Security Declaration. Any Bid not accompanied by an acceptable Bid Security Declaration shall be rejected as non-responsive.

8.4.3 MSME units interested in availing exemption from payment of EOI document Fee should submit a valid copy of their Udyog Aadhaar registration certificate as mentioned in the NIT. But the Party has to provide Security deposit if order is awarded to them. Security deposit will be 3 % of the order

8.2. EOI Document fee

8.2.1. For e-tenders, the mode of remittance of EOI document Fee. For e-tenders, Bidders shall remit the EOI document fee using the payment options as

mentioned in the e- tender in Government e-Procurement portal only.

8.2.2. Any bid not accompanied by the EOI document Fee as notified, shall be rejected as non-responsive.

8.2.3. EOI document Fee remitted will not be refunded.

8.8 Alterations and additions

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

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

9. Submission of Bids

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

9.1 The EOI is invited in **Envelope system** from the registered and eligible firms CPP Portal.

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

a) Envelope - I (EOI Document Fee and Bid security declaration):

EOI document fee (Non-refundable) and Bid security declaration as per the EOI conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank:	State Bank of India
A/c number:	30307560166
IFSC Code:	SBIN0004350
Branch name:	Commercial Branch, Thycaud, Thiruvananthapuram

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

Note:-

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

b) Envelope -II (Technical bid):

Technical Bid should contain signed and scanned soft copy documents in proof of experience and duly filled and signed copy of documents specified in EOI.

Qualification Criteria for Suppliers / firms

The bidder should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

Sl. No	Eligibility Criteria	
1	Bidder should have a valid Certificate of the following:	
	a.	GST Registration
	b.	IT PAN Card
	C	Certificate of incorporation / Memorandum of Article
	P	Copy of valid certificates for the above shall be submitted in proof of the same
2	Bidder should be a Manufacturer or authorized dealer shall quote for all the 15 capacities as mentioned in SECTION IV (B) List of requirements, if any of the item not quoted then their bid will be treated as non-responsive	
3	Bidders quoting should be a manufacturer/authorized dealer having experience of successfully supplied atleast 1 No of PSA Oxygen Generation Plant (Minimum of 300 LPM) in India within the period of last 5 years ending 31/03/2021. Copies of work orders, invoices & satisfactory reports issued by the Client/Authority concerned shall be submitted in proof of the same.	
	Note :	For Govt. /Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr, Supt. Engr., etc) shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates/Bank Statement.

Sl. No	Eligibility Criteria
4	Documentary proof for establishing the average annual turnover of the bidder in all the last three years, ending 31st March 2020 is not less than Rs 1 Crore certified by a chartered accountant.
5	Has the Supplier/Firm/Company ever been black listed by the Govt./or the registering authority. (Yes / No)
No	i. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Including ongoing works. ii. Self-Certificate: Non-Black Listing Certificate of no-blacklist in any firms in bidders letterhead
	Power of Attorney, in case an authorized representative has signed the bid.
7	EOI form for technical bid
8	Product brochure literature, write up etc.
9	Item-by-item compliance statement on the Purchasers Technical Specifications with statement of deviations and exceptions, if any, to the provisions of the Technical Specifications
10	Copy of the un-priced price bid with clear indication of each items quoted with make and model in each or both package.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) Deleted.
 - b) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

- 10.1 Bid shall be received only online on or before the date and time as notified in Notice Inviting EOI. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 10.2 Modification, Resubmission and Withdrawal of Bids
- 10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 10.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

11. Bid Opening and Evaluation

11.1. Bid Opening

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

11.1 Bid Opening Process

- 11.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- a) Envelope -I: Envelope-I Opening date shall be mentioned in Notice Inviting EOI (Envelop – I shall contain scanned copy of EOI document fee and EMD)
- b) Envelope -II: Envelop-II opening date shall be as mentioned in Notice Inviting EOI. The intimation regarding acceptance / rejection of their bids will be intimated to the Suppliers/firms through e-tendering portal. (Envelop-II shall contain scanned copy of Pre- qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL

Lifecare Limited, failing which bid will be liable for rejection.

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

11.2. Confidentiality

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

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

11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail.

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

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the ITB 9.2 (b); is accompanied by the required bid security declaration form and the required documents and certificates.

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

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

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

12. Award of Contract

- 12.1 HLL will invite separate financial bid from the empanelled vendors for all the three or any of the deliverables as mentioned in the ITB 8.3.
- 12.2 HLL will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 12.3 In order to maintain uninterrupted supplies, HLL will place orders with minimum one or multiple vendors subject to matching the L1 rate. However the L1 bidder shall be provided with minimum of 50% supplies.
- 12.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

13. Corrupt or Fraudulent Practices

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

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.		

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same, List of requirements and Technical Specification under Section IV of this document.

2. Use of contract documents and information

The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this EOI document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

The word "origin" incorporated in this clause means the place from where the goods are, manufactured, or from where the services are arranged.

The country of origin may be specified in the Price Schedule.

5. Performance Security

Within thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to 60 days after the date of completion of warranty period / all contractual obligations by the supplier, including the warranty obligations, initially valid for a total warranty period + 2months from the date of Notification of Award.

The Performance security shall be denominated in Indian Rupees.

a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Nationalized bank in India or Bank Guarantee issued by a Nationalized bank in

India, in favour of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (60) days beyond respective Warranty Period.

In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the performance security is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Purchaser.

In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

The supplier shall enter into CAMC contract with Purchaser/Purchaser's Client, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's warranty and contractual obligations including submission of satisfactory performance certificates received from Hospital authorities / Purchaser towards quarterly preventive maintenance and breakdown maintenance services rendered by the contractor during warranty period.

6. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' under Sections IV of this document.

7. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

8. Inspection, Testing and Quality Control

The purchaser and/or its nominated representative(s) will inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier all reasonable facilities and assistance, including access to

relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

In case the contract stipulates pre-despatch inspection of the ordered goods at premises decided by the purchaser, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier.

The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

If required by the purchaser, Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Purchaser reserves right to inspect the factory / manufactured goods at any time during the procurement period, award of contract.

9. Terms of Delivery

The goods shall be supplied, unpacked, installed and commissioned at the designated location. The project has to be completed within 45 days from date of order. All costs including insurance, loading, unloading etc., shall be borne by the supplier.

10. Transportation of Goods

The supplier shall at their own experience, arrange transport (including air/sea/land), loading & unloading of goods upto the consignee address.

11. Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the

following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire goods contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till installation, testing and commissioning of the equipment.

If the equipment are not commissioned and handed over to the consignee within stipulated period, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc. at the supplier's risk and cost and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

13. Incidental services

Subject to the stipulation, List of equipment (Section– IV) and the Technical Specification (Section – IV), the supplier shall be required to perform the following services.

- i) Installation & Commissioning, Supervision and Demonstration of the goods and rectification of accidental damages occurred before handing over the system/site to Hospital authorities.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training to Doctors/Technicians on equipment in clinical aspects for operating and maintaining the equipment.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) Providing all the necessary as built drawings after the installation and commissioning.
- vi) Provide all software updates during warranty period without any additional cost.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. The usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement.

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Two copies of packing list identifying contents of each package; Inspection certificate issued by the nominated Inspection agency, if any. Certificate of origin;

Insurance Certificate as per GCC Clause 11

Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

15. Warranty

The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

The warranty period will be from one to five years from the date of handing over entire equipment and acceptance by the Purchaser/Hospital in terms of the contract after installation and commissioning. The exact warranty period will be mentioned in the invitation for the financial bid.

In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier.

Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause form on rectification will be applicable as pretender conditions.

In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser

may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

During Warranty period, the supplier is required to visit consignee's site at least once in 4 months commencing from the date of the installation for preventive maintenance of the goods.

The Purchaser reserve the rights to enter into CAMC between Purchaser/Purchaser's Client and the Supplier for the period as mentioned, after the completion of warranty.

The supplier along with its Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the constant performance of the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

The Supplier along with its Indian Agent and the CAMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser.

16. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract shall be amended accordingly.

19. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

20. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

21. Terms and Mode of Payment

A) Payment Terms – SITC of Oxygen Generation Plant

- a) 40% of supply value will be released against supply and certificate for receipt of the item in good condition from the Hospital/purchaser.
- b) 57% payment will be released against certificate of installation and commissioning certified by the Hospital Authorities/purchaser.
- c) Final 3% will be released against submission on Performance Security and will be released only after the defect liability period .
- d) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
 - i. supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - ii. Completion Certificate duly certified by hospital/HLL authorities.

B) Payment Terms – Infrastructure works

- a) 50% of the total value of work will be released upon the completion of 60% of the work recommended by Engineer In charge (P&S, HLL) and approved by Regional Incharge (P&S, HLL)/ Senior Manager(P&S,HLL).
- b) Balance 47% will be paid along with the final bill only after submission of Work Completion certificate issued by the concerned hospital and approved by Regional Incharge (P&S, HLL)/ Senior Manager(P&S,HLL).
- c) 3% amount of the bill will be retained as retention money and will be released only after the Defect liability period .
- d) Final Bill to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by Engineer In Charge (P&S, HLL) and the Contractor's representative, counter signed by Regional Incharge (P&S, HLL)/ Manager (P&S, HLL). The work completion certificate will be issued by the concerned centres/hospitals and it is the responsibility of the contractor to collect the completion certificate certified by the concerned hospital authority & HLL authorities and submit to HLL for balance 50%payment.
- e) The running account bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by Engineer in charge (P&S, HLL)

and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.

- f) Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

C) Payment Terms – Engagement of Operator

The supplier shall raise invoice in triplicate upon completion of every 4 months (i.e) maximum of 3 invoices per year is allowed.

- a) 97% of the total value of work will be released in 3 equal installments in every year upon completion of every 4 months.
- b) 3% amount of the bill will be retained as retention money and will be released only after the Defect liability period .
- c) Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

CAMC Payment:

The payment of CAMC will be made after satisfactory completion of said period on submission of bills with supporting documents, certified by the Hospital authorities, in proof of preventive and breakdown maintenance having rendered in the 4 months. In case the supplier fails carry out the preventive maintenance, in the stipulated period, the purchaser may extend the period of contract to the period of non services or impose the penalty on the supplier at the discretion of the Purchaser. However such non service(s) is/ are by a reason of Hospital, the penalty / extension mentioned above will not be applicable.

The supplier shall not claim any interest on payments under the contract.

Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

The payment shall be made in Indian Rupees.

The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

The payment for the preventive maintenance will be released only on the submission of performance security of 3% for the particular year.

22. Delay in the supplier's performance

The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.

Subject to the provision under GCC clause 26, any unexcused delay by the supplier

in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages or
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods 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 applicable taxes or on account of any other tax or duty which may be levied in respect of the goods 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 and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of applicable taxes 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.

The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods 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.

23. Liquidated damages

Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price or actual liability of the purchaser due to delayed supply of goods and/or services/ or total performance of the contractor, whichever is higher. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

In the event of the Purchaser terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

26. Force Majeure

Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within seven days of occurrence of such event. 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.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of both the parties accrued hereunder in respect of matters at the time of the agreement.

In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual

commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions shall be taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving 7days written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations and failing such settlement the said disputes, differences or claims within twenty-one days of its occurrence, the same shall be referred for arbitration to a Sole Arbitrator to be mutually/jointly appointed. The appointment of the arbitrator and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitration proceedings shall be held at Chennai, Tamilnadu or at such other places as the parties any mutually agree upon subsequently. The proceedings of the arbitration shall be in English language. The costs of the arbitration proceedings including arbitrator fees shall be equally borne by the parties, unless otherwise decided in the arbitration award .The award passed by the said Sole arbitrator shall be final and binding on the parties hereto. If the parties fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be

referred for arbitration to a Sole arbitrator to be appointed by the C&MD, of the Purchaser Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitrator shall give a reasoned award. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration shall be Chennai, Tamilnadu, India and the language of the proceedings shall be English

The arbitrator shall be requested to give reasoned award.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION IV

A) SCOPE OF WORK

1) To suggest suitable quality norms to ensure uniform quality standards for the various types of plant configuration (OEM, Part OEM- Part fabricated, etc.)

- (i) A joint team of Hospital staff/ Purchase and vendor/supplier will collect the sample of oxygen output and get the sample analysis report of the PSA Oxygen Generation Plant output, from third party NABL approved Lab after commissioning & submit a copy of same signed by Hospital Authority along with the final acceptance certificate to HLL for payment.
- (ii) The quality of output of the PSA Oxygen Generation Plant should be tested from third party NABL approved Lab every year during the warranty and CAMC period & submit a copy of same to Hospital Authority/Purchaser.
- (iii) The testing charges on each occasion shall be borne by the vendors.
- (iv) The Pressure of the output, concentration of the oxygen, alarms and automatic change over in case of failure need to be demonstrated by the supplier and certified by the User Hospital/Purchaser at the time of taking hand over and during Preventive maintenance also.

2) SCOPE OF VENDORS

- **Documents to be submitted**-Flow line diagram, Block Schematic, colored technical manuals scanned in original of the complete oxygen plant should be provided **with the technical bid**. Bidder should submit complete technical offer including Make, Model and certifications in accordance with technical specifications with Non Price BOM(Bill of Material) i.e. for each component or equipment installed with PSA Oxygen Generation Plant. Copies of same documents to be submitted to the Hospital **at the time of handing over** the Plant to the Hospital at the time of commissioning.
- **Erection of the plant** would be under the scope of the bidders (which includes masonry works required for plant erection and commissioning as per the Foundation layout).
- **Oxygen pipeline works** (including fabrication/welding/jointing if required) from the Plant till the existing Oxygen supply system/manifold system/LMO system of the hospital or 15m whichever is lower shall be of vendor's responsibility.
- **Attending to leakages** in Oxygen pipeline from and within PSA plant to Oxygen supply system shall be vendor's responsibility. **Attending to electrical faults or shutdowns** within PSA plant shall be vendor's responsibility.
- Charging of the panel - (This requires Cable lying, electrification work from the main panel and earthing works).The entire cabling from the mains to the panel should be armoured cable up to 30 mtrs only.
- Any work beyond the scope of Hospital and necessary for successful installation, testing and commissioning of PSA Oxygen Plant shall be deemed to have been included within the scope of vendor with no extra cost.
- Terms of Labeling, Packaging, User Maintenance & training, formalities needed for successful hand over of plant as defined in the EOI will be fulfilled by the vendor.

B) LIST OF REQUIRMENTS

Sl. No.	CAPACITY OF PSA OXYGEN GENERATION PLANT (IN LPM)	TENTATIVE QTY IN NOS
I	100	15
II	200	15
III	300	25
IV	400	25
V	500	30
VI	600	30
VII	700	30
VIII	900	30
IX	1000	30
X	1200	30
XI	1500	5
XII	2000	5
XIII	2500	2
XIV	3000	2
XV	3200	2

Note :

- 1) Bidder shall quote for all the 15 capacities in the above schedule, if any of the item not quoted then their bid will be treated as non responsive.
- 2) The rate contract should be valid for a period of 2 years from the date of empanelment and further extendable upto 6 months.
- 3) The quantity indicated is tentative and will increase or decrease as per the actual requirement during the contract period. The supplier should have no claim against the purchase on the actual quantity of orders placed during the contract period.

D) TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATIONS OF MEDICAL OXYGEN GENERATION PLANT ALONG ALLIED EQUIPMENT

1. Compressed Air system consisting screw type compressor (2 numbers to be supplied with each PSA system)
 - (i) The oxygen concentrator should be supplied with Air compressor system to meet the peak load at atmospheric air and pressure requirement.
 - (ii) The compressor should be suitable as per site conditions, for working pressure of 7.5-8 Bar, fitted with electric motor, three phase, AC 415 \pm 1% volts, 50 Hz frequency, rotary screw element complete with dry paper type suction air filter with silencer, conveniently located for easy replacement of filter element with integrated regulating valve for load/ unload control system, simple design with only one moving part, need no regular adjustment, three way solenoid valve required for load/ unload regulation of the compressor, air/ oil temperature sensor to sense the air oil temperature, electronic controlled that optimizes operations of the compressed system, should act as intelligent user interface for improved navigation, should monitor, controls, protect the compressed system.
 - (iii) Start/ Stop for starting/ stopping the compressor having inbuilt display unit with the keypad user interface for indicating the following messages.
 - (iv) Operation Type: Automatic loading and unloading of Compressor Control Type : Local, Remote & Computer Timer Activated / not activated, Discharge Pressure, running hours, loading hours, regulator hours, service Plan.
 - (v) Compressor Package is enclosed in a powder coated acoustic canopy with sound absorbing material for limiting the noise level. Canopy is pressurized ensuring no pressure drop at suction filter and avoids entry for dust particles in the element in the anti-vibration mounts support electric motor and compressor unit and isolate the moving components from the rest of the structure. The desired working pressure of the compressed dry air should be 7.5-8.0 bar.
 - (vi) Compressed air system comprising of screw air compressor, air cooled with PLC based control panel coupled with motor assembly.
 - (vii) The compressor should be capable of delivering air as required for PSA, pressure swing adsorption generator.
 - (viii) The compressor shall have to be with all standard accessories compatible with oxygen generator.
 - (ix) The flow capacity of the compressor and delivery pressure shall be as specified by Core PSA Medical Oxygen Generator service provider. The motor rating shall be suitable for air compressor.
 - (x) Average ambient conditions to be considered for air compressor with regards to temperature and site elevation. The site should be able to work in all weather conditions.

- (xi) The air compressor shall be manufactured to internationally acceptable standards with CE mark / BIS and ISO 9001 and ISO 13485 certification. ISO 8573-1: Compressed air – Part 1: Contaminants and purity classes. ISO 8573-2: Compressed air – contaminant measurement – Part 2: Oil aerosol content. ISO 8573-4: Compressed air – contaminant measurement – Part 4: particle content. ISO 5011: Inlet air cleaning equipment for internal combustion engines and compressors – performance testing.
- (xii) Intake air temperature shall be conditioned to between (minus)10 to +55 deg C and ≤95% RH (or plant operating conditions as indicated by supplier).
- (xiii) It should be supplied with all accessories for full installation and operation -flywheel, foundation bolts, motor pulley, v-belts, belt guard, and slide rails for the motor.
- (xiv) EFF1 (CEMEP) rated totally enclosed fan-cooled, IP55 class F electric motors shall be used and incorporate maintenance- free greased for life bearings. Motors with lower (equivalent) efficiency ratings are not acceptable.

2. Refrigerant Air Dryer:

- (i) Refrigerant type Air Dryer should have inlet pressure equal to outlet pressure from Air compressor, inlet air temperature less than 45 °C, ambient temperature +0°C to +45, dew point temperature of maximum +3°C and inlet air capacity compatible to air delivery of 7.5-8 Bar pressure.
- (ii) The dryer shall be provided with power supply as required by dryer vendor.
- (iii) It should be equipped with safety valves. It should be of simple plug and play concept.
- (iv) The pressure shall be self-regulating.
- (v) The dryer shall include the following components:
 - a)** Refrigerant Circuit
 - Refrigerant separator and compressor
 - Maximum pressure switch and fan control switch (FX 13-21)
 - Condenser fan and condenser
 - Capillary filter and tube
 - Hot gas bypass
 - b)** Air Circuit
 - Air inlet to refrigerant heat exchanger
 - Air/heat exchanger
 - Water separator
 - Automatic drain
 - Air outlet

3. Air Receiver:

- (i) The system should be provided with an Air Receiver having the specific capacity and should be designed in such a way to sustain pressure of 7.5-8 Bar.
- (ii) The air receiver should be fabricated as per ASME Sec VIII Div.1 or IS 2825 Code or equivalent and fitted with 2 Nos. auto drain-out moisture filters.
- (iii) A corrosion allowance of 3 mm shall be considered.
- (iv) The receiver vessel shall be provided with a pressure gauge, safety valve and auto drain valve.
- (v) Vertical floor mounted design equipped with pressure gauge, safety release valve,

manual and automatic, zero-loss drain valve (float-type are not acceptable).

- (vi) The receiver assembly shall be fitted with a pressure safety valve capable of passing the maximum flow output of the compressor at 10% receiver overpressure.

4. Filtration system for the compressed Air:

- (i) Feed air quality of the oxygen concentrator should be conforming to ISO 8573 Class 4 and is of filtration grade of 0.01 micron.
- (ii) The filtration system should include both inlet filtration comprising of micro filter and active carbon filter as well as outlet filtration comprising dust fine filter.
- (iii) Type of filters to be specified in terms of Prefilter (>5 micron); Fine filters coalescing filter (0.1 micron); and coal filter (coal tower, alternatively activated carbon filter).

5. Molecular Sieve Units:

- (i) The plant should comprise of duplexed air treatment/molecular sieve devices to permit continuous generation of oxygen: two sets of filters and a pair of molecular sieves.
- (ii) One of the pairs of duplex sieves will be in the adsorbing stage, whilst the other regenerates.
- (iii) Each vessel will have dual gas baffle and strainer assemblies to protect and contain the molecular sieve.
- (iv) Each molecular sieve shall be a high-performing chemically produced zeolite as the molecular sieve media that has been compacted to the correct density by means of vibration to adsorb specific types of molecules (such as water vapour or nitrogen).
- (v) Pneumatic valves shall control the generation and regeneration process to ensure proper changeover between the two sieve devices.
- (vi) A vacuum pump may be required as part of the system. The vacuum pump, if provided, is utilized during the adsorption/regeneration process.

6. Oxygen Concentrator Module :

- i) **Fully automated system Microprocessor based oxygen concentrator module, duplex process valve system with PSA (Pressure Swing Adsorption) Technology.**
 - a) Each module should be able to produce medical grade oxygen purity of $93\% \pm 3\%$. The oxygen should be of medical grade and shall be supplied through oxygen outlet at minimum pressure of 4.2-6 bar at all times of operations of the generator.
 - b) Automatic shut off valve should be installed to control the medical oxygen purity and pressure.
 - c) The oxygen concentrator system shall have PSA sieve beds with touch screen for display of size not less than 5" for constant quality control by measuring oxygen purity, outlet pressure, instruction manual, curves of oxygen pressure, basic setting, alarm facility for process a cycle failure, low oxygen pressure, maintenance alerts, process overview with valve operation and an analogue values.
 - d) In case of valve malfunctioning the panel shall have diagnostic tool to pin point exact values in question for fast service.
 - e) The plant should be able to deliver medical grade oxygen at Indian

Pharmacopeia monograph quality standards.

ii) Medical Oxygen (As per Indian Pharmacopeia 2018- Oxygen 93%).

Oxygen 93% contains not less than 90.0 percent and not more than 96.0percent v/v of O₂

Oxygen Purity: 93% +/- 3%

CO: <5 ppm CO₂: < 300 ppm

Water Vapour< 67ppmSO₂: 0 ppm

NO_x : 0 ppm

- iii) Maintenance Free self-lubricating, heavy duty valve section, angle seat pneumatic valve technology for constant availability of pure oxygen. The inlet pressure sensor shall be included in the scope of the contract.**
- iv) The oxygen concentrator should have built in Zirconium/Ultrasonic/Galvanic type oxygen sensor with Oxygen Analyzer with digital display having automatic backup control system also fitted with Medical sterile andbacterial filter.**
- v) Operating Temperature range (minus)5⁰ C to +55⁰C**
- vi) Humidity: up to 95%**
- vii) Electrical Supply – 220-240VAC, single or 3 Phase. It may vary as per therequirement of the site and the plant size.**
- viii) Should be Automatic and designed for unattended operation (but to be strictly monitored by service provider with all safety measures required to ensure non-stop operation when power goes off and supply should have a backup tank for storage of oxygen in tank of proper capacity case power is off due to load shedding maintenance etc. 24x7 in 3 shifts)**
- ix) Should have silencer: Silencer reduces air discharge noise to less than 65dBA.**
- x) All the Certifications should be provided by Original Equipment Manufacturer**
 - a. It should have ISO 9001:2008 certification – for organization
 - b. Oxygen Generator must have US FDA (United States, Food and Drug Administration) or CE Certificate/ CE (Conformity European) / EC (European certificate) / BIS, certification of the Original Equipment Manufacturer.
 - c. ISO 13485: 2016 certification – for design of medical systems
 - d. ISO10083/ENISO7396-1/EN737-3European Standards and should be in accordance with medical device directives 93/42/EEC or Medical use international standard regarding the supply of oxygen via oxygen generators for a use in medical gases distribution networks.
- xi) In case of the bidder supplying Imported PSA Plant, he should give a certificate from the OEM that the generator offered by the bidder (its brandand its model Number) is manufactured by the OEM as a medical grade oxygen generator and sold as such in INDIA.**

7. Oxygen Analyser:

The oxygen Analyser should be from Core PSA/Same OEM plant supplier only. Local makes or after- market devices shall not be accepted. Analyser shall meetthe following specifications

to ensure long term reliability

- (i) Sensor –rated for use with PSA oxygen production (e.g. ultrasonic, galvanic, or equivalent), to be specified by bidder
- (ii) Measurement range: 21-96% O₂ (lower or higher acceptable)
- (iii) Resolution: 0.1% across all measurements
- (iv) Accuracy : +/- 3%
- (v) Operating conditions – Temperature, (minus)10 to +55 deg. C., Relative humidity, 15%-95%
- (vi) Calibration: minimum required depending on sensor type, to be specified by bidder
- (vii) Historical Logging of all alarms
- (viii) Real Time trending curve of Oxygen Purity, Pressure etc.

8. Oxygen Product Receiver:

- i) The oxygen receiver tank shall be of capacity as specified by Core PSA Medical Oxygen Generator service provider.
- ii) Nominal operating pressure shall be based on maximum rated pressure for tank, both to be clearly indicated.
- iii) The vessel shall be designed and manufactured as per ASME Section VIII Div 1 Or Equivalent.
- iv) The Service provider shall maintain design calculations. A corrosion allowance of 1.6 mm shall be considered.
- v) The receiver vessel shall be provided with a pressure gauge, safety pressure release valve and auto drain valve.
- vi) Vertical floor mounted design equipped with pressure gauge, safety release valves.

9. Automatic change over Panel

The automatic change over panel shall be compatible with oxygen Plant. The Cover of Panel shall be made of SS/MS duly powder coated. Automatic Changeover Panel should maintain the following:

- i. Continuous pressure
- ii. Continuous Flow
- iii. Purity of Oxygen
- iv. Power failure

10. Main Electrical Panel:

- (i) The Main electrical control Panel should be compatible with Oxygen plant and allied equipment.
- (ii) The Panel should have automatic starter, overload protection, single phase preventer, timer assemblies, emergency stop buttons and indication lamps etc. for successful operation of all the components of the Oxygen plant.
- (iii) Equipment shall be earthed in an approved manner as per I.E.E. rules and acceptable to the local authority.
- (iv) Earthing station shall be provided by the Service Provider. No medical gas pipe shall be used for electrical Earthing.
- (v) Entire installation shall be done taking care to follow all safety regulations under BIS standards for electrical installation of oxygen generation plant.
- (vi) Charging of the panel to be included in the scope of work (This requires Cable laying,

electrification work from the main panel and earthing works). The entire cabling from the mains to the panel should be armored cable up to 30mtrs only.

(vii) The control panel provided with plant should have following features as minimum:

- LCD illuminated display.
- Meters
 - Pressure in product tank is visual on the display. Range is adjustable
 - Prepared for oxygen purity monitoring. Range is scalable in the control panel
- Alarms - All alarms described on the controllers display for easy and fast recovery. Alarms on air dryer and air compressor should be monitored by the controller (requires digital signals)
- Drain Control - Automatic drain control for the air vessel to ensure proper air quality
- Smart delivery - Intelligent delivery based on pressure and purity
- Service indicator - The system should automatically detect when the service is needed (based on operating hours) and should display a message

11. Alarm System

- (i) Providing and fitting of Main Alarm Panel to indicate any abnormality of gas pressure and other failures of the system. Job includes providing of Medical Gas Alarm System for O₂ services viz. oxygen.
- (ii) The Alarm System consists of an isolation valve box, pressure sensors, circuit plate with LED colour indicators for visual indications.
- (iii) The Gas Alarm system is sensitive to detect any pressure drop in the supply pipelines.
- (iv) The Alarm System is fitted with electronic horn/audio siren for audio indications of pressure drop.
- (v) The alarm is provided with the manual pressure gauge for indication of pressure in services. It shall have anti-microbial coating labels for touch control.
- (vi) The alarm system shall be complete with digital display, sensor module and power supply. The alarm system shall be complete with all indication controls, wirings, accessories etc as required.

12. Servo Voltage stabilizer:

Servo voltage stabilizer of suitable capacity for oxygen plant and allied equipment's with input voltage range 300V-480V & output voltage 415±1% rating
3 phase 50Hz, micro processed based digital display suitable for unbalanced/balanced supply and unbalanced/balanced load copper wound with by pass switch, MCCB, selector switches, complete in all respect.

13. Online UPS of suitable capacity:

With at least 30 min backup for PLC of the concentrator plant or as per manufacturers standards.

14. Erection of the plant should be under the scope of the bidders (which includes masonry works required for plant erection and commissioning as per the Foundation layout.

15. The infrastructure works for the plant room, operator room etc shall be constructed/renovated by the supplier. The cost of infrastructural works shall be quoted separately.

16. Maybe the supplier also ought to provide the operators 24x7 in 3 shifts for operating the Oxygen Generation Plant throughout the warranty & CAMC period as per the requirement. The cost of such expenses shall be quoted separately.

Any work beyond the scope of Hospital and necessary for successful installation, testing and commissioning of PSA Oxygen Plant shall be deemed to have been included within the scope of vendor with no extra cost.

17. Oxygen pipeline works (including fabrication/welding/jointing if required) from the Plant till the existing Oxygen supply system/manifold system/LMO system or 15m whichever is lower of the hospital shall be of vendor's responsibility.

The capacity of the components of various plant capacities is as under:

PSA Plant Capacity in LPM	Power supply Required (KW)	Dimension of Room required (LxWxH) inMetre	Civil work
100-200 LPM	20 KW	6X6X5	Plant room shall have PCC flooring with even surface and area around plant room shall have proper drainage facility with no slopes for rain water to get collected inside the plant room and proper cross ventilation. Oxygen generator shall not be installed close to Diesel Generators (minimum distance 5 M) or any other system which releases smoke or fire. Cooling water is not required for these systems
200-500 LPM	40 KW	7X7X5	
500-1000LPM	80 KW	8X8X5	
1000-1500LPM	120 KW	10X10X7	
1500-2000 LPM	130kW	12x12x7	
2000- 2500LPM	160kW	15x15x8	
2500- 3200LPM	220kW	18x18x8	

SECTION-V
EOI FORM

Date _____

To

Deputy Vice President(HCD)
HLL Lifecare Limited
(A Government of India Enterprise),
Hicare Division, HLL Bhavan,
#26/4, Tambaram-Velachery Main Road, Pallikaranai,
Chennai – 600 100, Tamilnadu, India
Email: hcdcmo@lifecarehll.com

EOI No. _____ dated _____

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

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

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification.

We agree to keep our bid valid for acceptance as required in the GIT clause 20, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this EOI up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred EOI.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned EOI document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorized to sign bid for and on behalf of

PROFORMA 'A' I

Name & Address of Bidder :

Whether Manufacturer or agent :

Financial Data 17-18 18-19 19-20 Average annual turnover for last 3 years

Annual Turn over Gross

Profit/Loss

Whether attached the relevant Pages of Balance sheet and Profit and Loss A/c duly certified By Chartered Accountant

Signature and stamp of Chartered Accountant

Signature of Bidder with stamp

PROFORMA 'A' II (Documentary proof for Proforma 'A')
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

EOI Reference No. : _____

Date of opening : _____

Order cross reference No. : _____

Name and address of Purchaser : _____

Country of origin, Name and address
Of the manufacturer/Bidder : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily
				As per contract	Actual		
1	2	3	4	5	6	7	8

Date:

Signature and seal of the Purchaser

NB: Satisfactory performance certificate from clients to be enclosed

**SECTION – VI
CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING
OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

THIS AGREEMENT made the.....day of.....,20.....between..... (Name and Address of *Purchaser*) represented by the Deputy Vice President (HCD).....(herein after “the *Purchaser*”) of one part and (Name and Address of Supplier)

.....(hereinafter “the Supplier”) represented by.....(Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the *Purchaser* is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., (Brief Description of Goods and Services) and _has accepted a bid by the Supplier for the supply of those goods and services in the sum of.....
(Contract Price in Words and Figures) (Hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the ***Purchaser***’s Notification of Award
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 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 and Services and the remedying of defects therein, the Contract 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.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. No.	Description of Goods	Qty	Unit Price In Rs.	GST Amt In Rs.	Total Amt In Rs.

Total Value in Rs. _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, Ref No. viz.:

- (a) HLL EOI Ref. No. _____
- (b) HLL Amendment/ Corrigendum No. _____,
- (c) Supplier Bid Ref No. _____.
- (d) Minutes of Negotiation Meeting Dt. _____.
- (e) P.O. Ref No _____.

3. **Delivery location:** _____.
4. **Completion Period:** 45 days from the date of order.
5. **Terms of Payment:** Payment shall be made in Indian Rupees as specified in the contract in the following manner:-

(i) Payment Terms – SITC of Oxygen Generation Plant

- a) 40% of supply value will be released against supply and certificate for receipt of the item in good condition from the Hospital/purchaser.
- b) 57% payment will be released against certificate of installation and commissioning certified by the Hospital Authorities/purchaser.
- c) Final 3% will be released against submission on Performance Security and will be released only after the defect liability period .
- d) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract and upon the submission of the following documents:
 - iii. supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;

iv. Completion Certificate duly certified by hospital/HLL authorities.

(ii) Payment Terms – Infrastructure works

- a) 50% of the total value of work will be released upon the completion of 60% of the work recommended by Engineer In charge (P&S, HLL) and approved by Regional Incharge (P&S, HLL)/ Senior Manager(P&S,HLL).
- b) Balance 47% will be paid along with the final bill only after submission of Work Completion certificate issued by the concerned hospital and approved by Regional Incharge (P&S, HLL)/ Senior Manager(P&S,HLL).
- c) 3% amount of the bill will be retained as retention money and will be released only after the Defect liability period .
- d) Final Bill to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by Engineer In Charge (P&S, HLL) and the Contractor's representative, counter signed by Regional Incharge (P&S, HLL)/ Manager (P&S, HLL). The work completion certificate will be issued by the concerned centres/hospitals and it is the responsibility of the contractor to collect the completion certificate certified by the concerned hospital authority & HLL authorities and submit to HLL for balance 50%payment.
- e) The running account bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by Engineer in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.
- f) Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

(iii) Payment Terms – Engagement of Operator

The supplier shall raise invoice in triplicate upon completion of every 4 months (i.e) maximum of 3 invoices per year is allowed.

- a) 97% of the total value of work will be released in 3 equal installments in every year upon completion of every 4 months.
- b) 3% amount of the bill will be retained as retention money and will be released only after the Defect liability period .
- c) Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

6. **Warranty:** Warranty period is ____ years will be effective from the date of installation, commissioning and acceptance. During warranty period 3 preventive maintenance shall be executed, once in every four months in a year.

7. **Performance Security:** The supplier shall submit performance security by way of

security deposit or bank guarantee in the form prescribed for the 3% of the total value of the purchase order, valid upto sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations. Necessary preventive maintenance reports shall be submitted at the end of warranty period with working satisfactory certification from HLL/Hospital.

8. **CAMC:** Comprehensive Annual Maintenance Contract as per the prevailing rate as mentioned below will be applicable for the purchase orders issued for ___years after completion of warranty period.

9. **Purchaser Rights:** Purchaser reserves all rights to cancel the purchase order issued by the purchaser at any time without assigning any reasons.

10. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

11. Resolution of disputes

If the parties fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred for arbitration to a Sole arbitrator to be appointed by the C&MD, of the Purchaser Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitrator shall give a reasoned award.

12. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration shall be Chennai, Tamilnadu, India and the language of the proceedings shall be English

13. Subject to above mentioned Arbitration Clause, any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of courts at Chennai, Tamilnadu.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said **(For the Purchaser)**

in the presence of.....

Signed, Sealed and Delivered by the

said **(For the Supplier) (Signature, Name, Designation and Address with Office seal)**

in the presence of

1) (Signature, Name and Address of witness)

(Signature, Name and Address of witness

SECTION – VII
PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ^tday of the month of-----,

Between

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

And

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

Preamble

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

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

- process related to the contract.
- 1.2 HLL will, during the BID process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
 - 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 - 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
 - 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

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

Clause .5. Consequences of Violation / Breach

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from

HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties

and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 24 months after the last payment under the contract or the

complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccesful bidders 6 months after the contract has been awarded.

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

Clause. 13. Other provisions

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

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

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

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

HLL

BIDDER

Witness

Witness

1.....

1.....

2.....

2.....

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

SECTION -VIII

**HLL Lifecare Ltd
Central Marketing Office,
HLL Bhavan, #26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai-600 100**

IFB NO: HLL/CMO/HCD/P&S/OGP/EOI/2021-22, Dt. 17.05.2021

(ON THE LETTER HEAD OF THE COMPANY)

INDEMINITY CLAUSE

If the agency fails to execute the work/services within the time prescribed for the services or violates or infringes the existing rates as agreed to as mentioned in the LOA, the agency shall and will indemnify HLL against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by HLL by reason for not providing services within the time specified in the LOA. HLL will initiate legal action if the agency fails to execute the service order as per the schedule in the LOA for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HLL.

The agency shall have no right to change the works/period stipulated in the LOA.
Bid pronounced Non Responsive by HLL shall be summarily rejected.
The decision of HLL will be final and no correspondence on this shall be entertained.
We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE BIDDER

DATE:

(WITH OFFICE SEAL)

SECTION -IX

**HLL Lifecare Ltd
Central Marketing Office,
HLL Bhavan, #26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai-600 100**

(ON THE LETTER HEAD OF THE COMPANY)

DECLARATION

I/WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities as mentioned in the EOI NO: HLL/CMO/HCD/P&S/OGP/EOI/2021-22, Dt. 17.05.2021 for SITIC of PSA Oxygen Generation Plant at Public Health Facilities on PAN India Basis.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above EOI (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE BIDDER

SIGNATURE

NAME AND ADDRESS OF BIDDER

SECTION- X

AVERAGE ANNUAL TURNOVER STATEMENT

(ON THE LETTER HEAD OF THE COMPANY)

Name & Address of
Bidder :

Whether Manufacturer
or agent :

Financial Data	17-18	18-19	19-20	Average annual turn over for last 3 years
----------------	-------	-------	-------	--

Annual Turn over

Gross Profit/Loss

Whether attached the relevant
Pages of Balance sheet and
Profit and Loss A/c duly certified
By Chartered Accountant

Signature and stamp of Chartered Accountant

Signature of Bidder with stamp

**SECTION – XI
MANUFACTURER’S AUTHORISATION FORM**

To

**Deputy Vice President (HCD)
HLL Lifecare Limited
(A Government of India Enterprise),
Hicare Division, Central Marketing Office,
HLL Bhavan, #26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai – 600 100, Tamilnadu, India**

Dear Sir,

Ref. Your EOI document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the EOI) having factories at _____, hereby authorize Messrs _____ (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred EOI document for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred EOI document for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs _____

[Name & address of the manufacturer]

Note :This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

SECTION XII

**BID SECURITY DECLARATION FORM
(In company letter head with seal and sign)**

Date: _____ EOI No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from bidding, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)