

Tender Document for
SUPPLY OF UTERINE BALLOON TAMPONADE
KIT
Under Rate Contract for 24 Months

IFB No. HLL/MKTG/SD/2020-21/19DT. 23.10.2020



HLL Lifecare Limited
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012
Kerala, India
Tel: +0471 2354949, 2355426
Website – www.lifecarehll.com

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Supply of Uterine Balloon Tamponade kit
under rate contract for 24months

IFB No	:	HLL/MKTG/SD/2020-21/19Dt.23.10.2020
DATE OF COMMENCEMENT OF SALE OF TENDERDOCUMENT	:	23.10.2020, 11.00HRS
LAST DATE FOR SALE OF TENDER DOCUMENT	:	12.11.2020, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	12.11.2020, 14.30 HRS
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	12.11.2020, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : hllsd@lifecarehll.com

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Notice Inviting Tender

SUPPLY OF UTERINE BALLOON TAMPONADE KIT

HLL LIFECARE LIMITED (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India. HLL invites Bids from interested parties under the two-bid system for the supply of Uterine Balloon Tamponade Kitin **HLL's Brand Name** under rate contract for Twenty-Four Months

The scope of this tender includes the following.

1. Manufacture and supply of Uterine Balloon Tamponade Kit under **Contract (Third party)manufacturing agreement**.
2. Supply the product to various HLL's Depot /Carrying & Forwarding Agents across India.
3. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" confirming to regulations for each batch of all products delivered.

The details of item, item specifications and terms & conditions etc. are given in Tender documents. The same can be obtained from our Office on any working day between 11:00 AM to 3:30 PM by paying Rs. 3000/- by Cash / DD (including GST) drawn in favor of HLL Lifecare LTD, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website **www.lifecarehll.com**. However cost of Tender documents i.e. Rs.3000/- by D.D. shall be given with the Technical Bid.

Last date for Receipt of Technical & Price bid	12.11.2020 (14: 30 Hrs.)
Opening of Technical Bids	12.11.2020 (15:00 Hrs.)

Opening of Price bid of qualified vendors will be informed later

We request you to submit your sealed technical and Price bids for the Product. Sealed bids are to be submitted by the closing date i.e. before 14.30 Hrs on 12.11.2020. The technical bids will be opened as scheduled in the presence of the bidders, who opt to be present.

In the event of 12.11.2020 being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment towards Tender document cost & Earnest Money Deposit as per rules (upto their monetary limit). If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder does 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.

In case you need any further information, please feel free to contact the undersigned on E-mail: vgpillai@lifecarehll.com / hllsd@lifecarehll.com. Tel:+0471 2354949, 2355426. Website – www.lifecarehll.com

Vice President (Sourcing)

BID DATA SHEET

Address for Communication	Vice President (Sourcing) HLL Lifecare Ltd. (A Govt. of India Enterprise) HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India. Tel: +91 471 2354949,5426. Email – hllsd@lifecarehll.com Website – www.lifecarehll.com
Bid validity	24 Months from the date of opening the financial bid.
No. Of copies	No. of copies: 1 original + 1 copy
Dead line for submission of Technical and Price Bids	12-11-2020, (14:30 Hrs.)
Date and time of opening of Technical bid	12-11-2020, (15:00 Hrs.) at Corporate Registered Office, HLL, Thiruvananthapuram.
Date, time and place of opening of Price bid of qualified vendors	Will be informed later

BACKGROUND NOTE

1. Company Background

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

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

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

PRODUCTS DETAILS

Specifications-

1. Product

Uterine Balloon Tamponade kit

2. Product Specification

SI No.	ITEM	Description	Specifications	Qty.	Reference brand
1	Folley Balloon Catheter (Silicon)	100% Silicone, 2 way Foley with 2 staggered eyes and a 30cc balloon. 40 cm (16") in length.	Cuff/balloon size: 30CC Additional Product Size: 16" Length: 40 Cm Outside diameter: 22 French sterile Non Latex.	1 unit	RUSCH
*2	Condom	<i>Condoms made of natural rubber latex. Condoms are 100% electronically tested for safety.</i>	<i>Natural Latex Width Size +/- 2 Length Size : 180mm</i>	2 Nos	MOODS
3	Leur Lock (needle free port)	Sterile, blister pack.	Standalone needle free port. Needle free I.V connector with split septum technology. Luer lock for securement on one end and needle free port on the other. Luer Lock syringe Manufactured from medical grade virgin polypropylene. Threaded luer lock tip designed for safe, snugly fit connection to female connector which ensures no leakage and medication loss.	1 unit	ROMSONS
4	Leur Lock Syringe	Sterile, disposable, non-pyrogenic, individually packed, without needle	Luer Lock syringe Manufactured from medical grade virgin polypropylene. Threaded luer lock tip designed for safe, snugly fit connection to female connector which ensures no leakage and medication loss. Prominent graduation ensures dosage accuracy. Clear transparent Barrel. Thermoplastic elastomer gasket is inert that provides minimum friction during movement and prevents leakage and back flow.	1 Unit	ROMSONS
5	Catheter Holder	Universal Size. Single Patient Use	Catheter holding device leg band Velcro for easy adjustments. The holder for foley catheter is not for use on patients with phlebitis, poor circulation or advanced diabetes.	1 Unit	
6	Nitrile Rings 'O'	Hardness / Shore - A 70 +/- 5 68. Color - Black. Tensile Strength MPA 9(psi) - 14.1	Good or excellent resistance to compression set and tear/abrasion	1 unit	
7	Cotton Threads	Made of braided cotton. Colour :white	High tensile strength, economically priced, reliable for tying knotting and securing.	5 Nos.	
8	Povidone Iodine Swab Stick	Each pack contains three Sterile Swab sticks soaked in Povidone Iodine 10% antiseptic solution. For germicidal action on the skin for surgical site preparation during Ophthalmic Surgeries Effective against wide spectrum of Pathogens (Gram+ve and Gram-ve Bacterial organisms, Fungi, Viruses, Protozoa etc). Manufactured in a sterile environment and clean room process. Two stage sterilization	Wooden stick with cotton usage clinic laboratory & hospital. Stick length – 3 inch. Pack of 3's	1 unit	PREPSITE



3. Product Form

Box (Inner carton)

4. Packing Configuration

1 Outer carton = 100 Boxes of UBT Kit

5. Carton Specification

The inner carton will be Multi color printed with lamination. Inner carton contains 1 brochure about product information details in 3 fold A4 sheet. Inner carton contains 1 laminated sheet of device Placement guide.

Inner Carton Specification

Length 18 Inch
Breadth 3 Inch
Height 1.5 inch
GSM 350 GSM Packing Box
Color Multi colour

Outer Carton Specification

Length 26 inch
Breadth 20 inch
Height 19 Inch
Ply 3 Ply Carton Box
Color Brown

6. Colour

Inner carton-Multi colour and outer carton Brown.

7. UOM

1 Inner carton/Box

Each item should be packed & sterilized individually (E.T.O. sterilization).

****Item no 2 Condoms, will be supplied by HLL to the supplier which has to be included in the kit. The required number of condoms based on purchase order requirement of kits will be arranged to be delivered to the supplier.***



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

1. Copy of valid manufacturing license/industry license/factory license
2. Copy of repacking license in the case the supplier is not the primary manufacturer.
3. Copy of applicable quality certifications for the products
4. Copy of documents to prove the legal status, place of registration and principal place of business of the undertaking.
5. Copy of turnover details of the past two years duly certified by a chartered accountant.
6. Copy of Site Master file of factory and details of onsite quality assurance and lab facilities with details of equipments available
7. Copy of Recent No conviction certificate.
8. All the documents as per Format 1 to 15of this tender document.
9. Earnest Money Deposit(EMD)in the form of bank Guarantee (Format – 13)or DD
10. Certificate of registration with details of constitution.
11. Last two years P & L account and balance sheet duly certified by a Chartered Accountant.
12. Last two years supply details of the quoted product duly certified bya chartered accountant.
13. Last two years purchase orders received from various agencies for the supply of similar products.
14. Copy of GST Certificate and Copy of Pan card
15. Power of attorney for signatory of bid in Rs 300/- stamp paper duly notarized.
16. Signed copy of tender document.
17. DD for tender fees.

SCOPE OF WORK

1. The bidder must be the primary supplier of the product.
2. Packing and supply of the product in HLL's Brand Name under **Contractmanufacturing agreement.**
3. Supply the product to various HLL Depot / Carrying & Forwarding Agents across India
4. Ensure strict compliance to all statutory regulations with furnishing of a "Certificate of Analysis" for each batch of all products purchased from the party.
5. The artwork for packing materials shall be provided by HLL.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Ethical Standard

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

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

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

2. Cost of Bidding

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 those costs.

3. Clarification of Tender Documents

- 3.1 A prospective Bidder requiring any clarification of the Tender Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Tender Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- 3.2 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4. Amendment of Tender documents

- 4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Tender Documents by amendment in company's/HLL website only.
- 4.2 The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, who have purchased the Tender Documents and will be binding on them.

Preparation of Bids

5. Language of Bid

All correspondence and documents related to the bid shall be in English.

6. Documents Accompanying the Bid

- 6.1 All the documents mentioned in document to be submitted along with technical bid. (page – 8).



- 6.2 If validity of any relevant document is expired and bidder has applied for renewal they can submit copy of application endorsed by concerned department. However order will be placed only after submission of valid certificate.
- 6.3 For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as “Original Bid” and “Copy” as appropriate. In the event of any discrepancy between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.
- 6.4 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two price quoted in words shall be considered.

7. Bid Form and Earnest Money Deposit(EMD)

- 7.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the tenderdocuments, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.
- 7.2 Bidder shall furnish, as part of its bid, EMD as mentioned below

EMD Amount	Validity
Rs 10,000/-	For six months from the date of opening of Technical Bid.

- 7.3 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 7.4 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -
- A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the tender documents at Format – 13 or another form acceptable to the Purchaser
 - Account payee Demand draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram
- 7.5 Any bid not secured in accordance with GIB Clause7.2 will be rejected by the Purchaser as non-responsive.
- 7.6 Unsuccessful bidder's EMD's will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
- 7.7 The EMD may be forfeited: -
- If a Bidder:
 - withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - does not accept the correction of errors pursuant to GIB Clause 24.4.
 - in the case of the successful Bidder, if the Bidder fails:
 - to sign the contract in accordance withGIB Clause 29.

8. Financial Bid (Price Bid)

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

- The Price must be quoted in accordance with format - 3Price Schedule attached.
- The Price total must (refer the format – 3) include all costs associated with the execution of the contract including taxes, levies, duties, freight, insurance etc and on **Door delivery basis HLL warehouses, anywhere in India.**



- c) The total price (addition of prices of individual items as in format – 3) shall only be considered for evaluation of bids.

9 Period of Validity of Bid

- 9.1 Bids shall remain valid for 150 days from the date of Technical bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The earnest money deposit provided under ITB clause 7 shall also be suitably extended. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 9.3 if the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.
- 9.4 The purchaser reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the purchaser's action

10 Prices

- 10.1 The prices quoted by the bidder shall remain firm and fixed during the tenure of the contract which would be Twenty Four months from the date of opening of the price bid and not subject to any variations on any account during this period.
- 10.2 The total price will be arrived by taking the sum of prices quoted for individual items as mentioned in format 3. The Lowest total price will be considered as the L1 offer.

11 Parallel rate contracts

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

12 In case of Default

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

13 Risk purchase

If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to recover the same from the performance security if the supplier does not make the payment.

14 Inspection

The supplier should submit the internal lab reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). HLL may analyze the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure at third party lab/ HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost.



15 Shelf Life

The supplies of products should be from fresh stock only. At the time of receipt of items, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6th of the life of the product.

16 Indemnity

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

17 Short supply

If any shortages in sealed boxes received by HLL are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its Door delivery value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent Door delivery value corresponding to quantity found short.

18 Flexibility of prices

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

Submission of Bids

19 Sealing and Marking of Bids

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

- **Technical Bid**
- **Financial Bid**

Packet will contain the Technical Bid and Price Bid in **separate envelopes**, duly marking the envelopes as **TECHNICAL BID** and **FINANCIAL BID** for Uterine Balloon Tamponade Kit.

All the above packets shall then be sealed in an **outer envelope**, duly marking the envelope as **BIDS FOR IFB No. HLL/MKTG/SD/2020-21/19 DT.23.10.2020**

- i) The inner and outer envelopes shall be addressed to HLL at the address given in the bid data sheet and
- ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. (Mention the date of opening of the bid as given in the tender documents).
- iii) The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
- iv) If the outer envelope is not sealed and marked as required, HLL will assume no responsibility for the bids misplacement or premature opening.

20 Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the tender not later than the time and date stated in the tender. HLL may, at its discretion, extend this deadline for submission of bids in which case, all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

21 Late Bids

Any bid received by HLL after the bid submission deadline prescribed by HLL in the tender, will be rejected and returned unopened to the Bidder.

22 Modification and Withdrawal of Bids

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



- 22.1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 22.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
- (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
- 22.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
- a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 22.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
- 22.5 In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 22.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.
- 22.7 Purchaser will not be held responsible for the postal delay, if any, in the delivery of the tender document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
- 22.8 HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

Bid Opening and Evaluation

23 Opening of Bids by HLL

23.1 Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

24 Evaluation of Bids

24.1 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.

24.2 For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.



- 24.3 HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. HLL will ensure that each bid is from an eligible Bidder.
- 24.4 Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.
- 24.5 HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.6 For price comparison during evaluation the net unit rate inclusive of all taxes, levies, freight & insurance (column-e in the format – 3) will only be considered.

25 Clarifications on Bids

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

26 Contacting HLL

- 26.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- 26.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

27 HLL's Right to Accept or reject any or all Bids

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

28 Notification of Award

- 28.1 Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.
- The notification of award will constitute the formation of the Contract.

29 Signing of Contract

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

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

30 INTEGRITY PACT

The Integrity pact (Format – 14) shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids without signing Integrity Pact will be ab initio rejected without assigning any reason.



CONDITIONS OF THE CONTRACT

1. Settlement of Disputes

1.1 Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Conciliation/Arbitration

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a sole arbitrator for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

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

The conduct of such arbitration shall be in English

1.3 No suspension of work

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of supplies. Neither party shall be entitled to perform the obligations of the contract on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

1.4 Award to be binding on all parties

The award of the Sole Arbitrator shall be final and binding on all parties.

1.5 Jurisdiction of Courts

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

2. Time for Commencement and Acceptance

The Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance.

3. Bidders Responsibilities

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

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

3.3 The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

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

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

3.5 The bidder/bidder's representative is bound to obey the rules and regulations of HLL, terms and conditions of letter of award and purchase orders.

3.6 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its



other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fails to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

- 3.7 The contract manufacturer/supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 3.8 The contract manufacturer shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the contract manufacturer. The contract manufacturer shall indemnify and hold harmless HLL, its affiliates and all directors, shareholders and employees of HLL from and against any and all liabilities, damages, claims, actions, fines, penalties, proceedings, cost and expenses including counsel's fee of whatever kind or nature arising or resulting in any way connected with the product or arising from the contract manufacturer's failure to comply with the obligations of the contract or comply with applicable laws. The contract manufacturer shall provide and employ only such personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.
- 3.9 Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only.
- 3.10 In case of sample testing failure at third party lab/HLL's lab or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost with fresh lot.
- 3.11 Suppliers must ensure that the invoices raised against the purchase orders are included in their GST returns filing within the stipulated time period. Payment towards GST amount is subject to the submission of relevant proof regarding inclusion of supplier's invoice raised on HLL being included in the suppliers GST returns filing within the stipulated time.

Payment

4. Terms of Payment

Within 30 days of delivery and acceptance of consignment. The Contract Price shall be paid by HLL in Indian Rupees.

5. Delivery Schedule

First order shall be supplied to HLL within 60 days of receipt of order and subsequent orders shall be supplied within 45 days of receipt of orders.

6. Taxes and Duties

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



7. Intellectual Property

All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to HLL and used to perform the obligations under this Agreement shall remain vested upon HLL and any additional or new inventions made in the course of performance of services shall belong to HLL.

8. Confidential Information

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party, any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

9. Force Majeure

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within seven (7) days after the occurrence of such event.

Change in Contract Elements

10. Termination

HLL may at any time terminate the Contract for any reason by giving the Bidder thirty days (30) notice of termination

11. Termination for bidders Default

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 12(Assignment); or
- (b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

12. Assignment

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.



13. Replacement

In case of market complaints due to the quality issues in the products the bidder shall take the sole responsibility to replace the entire defective batch(s) with fresh lot free of cost to HLL. An undertaking (Format-8) is to be submitted by the bidder to HLL.

In case of product rejection by the Drug Authorities, HLL shall destroy the defective/recalled quantity and all the expenses on account of this will be debited to the supplier.

14. Empanelment

Bidders who are qualified in the Technical evaluation and onsite facility audit will be empanelled for the quoted items for their future requirements of HLL.

FORMAT-1

DEVIATIONS /EXCLUSIONS SCHEDULE :

Bidders Proposal Ref No. and Date:

Bidder's Name and Address:

To,

Vice President (Sourcing)

HLL Lifecare Ltd.

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

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

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

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

Date

Signature:

Place:

Name:

Designation:

Seal:

SELF-DECLARATION

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

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

Date:

Signature:

Place:

Name:

Designation:

Seal:

PRICE BID

IFB No: HLL/MKTG/SD/2020-21/19Dt. 23-10-2020

FORMAT- 3

Price Schedule A

Manufacture & Supply of Uternine Baloon Tamponade Kit

Validity of Quotation / Tender: 24months from the Date of Opening of Price Bid

Sl. No	Item	HSN Code	Unit of Measurement (UOM) (a)	Rate in Rs. Ps.				
				Basic Rate (inclusive of Freight, Insurance, etc.) (Rs. Ps) (b)	GST % (c)	GST Amount (Rs. Ps) (d)	Total unit rate per UOM (Rs. Ps) (e)	
							In Figures	In Words
1	Folley BallooPovidone Iodine Swab Stickn Catheter (Silicon)		1 Number					
3	Leur Lock (needle free port)		1Number					
4	Leur Lock Syringe		1Number					
5	Catheter Holder		1Number					
6	'Nitrile 'O' Rings		1Number					
7	Cotton Threads		5 number					
8	Povidone Iodine Swab Stick		1 Pack of 3 swab sticks					
Total Price								

Date:

Place:

Signature of the Bidder:

Name with seal:

- Item no 2 Condoms, will be supplied by HLL to the supplier which has to be included in the kit. The required number of condoms based on purchase order requirement of kits will be arranged to be delivered to the supplier.
- Please indicate the price both in figures as well as in words.
- The prices quoted shall be inclusive of all taxes, duties, packing and levies and also freight & insurance etc. and Door Delivery Basis HLL Stores, Anywhere in India.
- Minimum order quantity will be minimum batch size (Whichever is higher) per purchase order.
- Preference shall be given to the minimum batch size quoted by any party in case of quoted rates are same.
- Refer GIB Clause 10.2, "The total price should be arrived by taking the sum of prices quoted for individual items (UOM as per format). The Lowest total price will be considered as the L1 offer.

Note: 1. The rate quoted should be for per unit of measurement (UOM) as mentioned in the above format only

FORMAT-4

BID FORM

Ref:
Date:

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

Sub:Our offer against tender No:HLL/MKTG/SD/2020-21/19 Dt: 23.10.2020

Having examined the Tender Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to **Supply UB Kit under Contract Manufacturing** in full conformity with the Tender Documents for the total amount against the product as indicated in the price Schedule.

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

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

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

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

We declare that price/ rate offered is for **Supply of Uterine Baloon Tamponade kit under Contract Manufacturing agreement** and all other related activities.

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

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

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

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

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

Signature.....

Name.....

Designation and Seal...

In the capacity of [insert: title or position Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

FORMAT-5

SELF DECLARATION

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

We hereby guarantee that the items supplied by our company are not sub-standard. We assure that the items to be supplied shall be as per the standard approved / specified as per the regulation of applicable such statutory authorities.

Signature:

Designation and Seal

Date:

FORMAT-6
PERFORMA FOR PERFORMANCE STATEMENT
(For a period of last Two years)

Bid no: _____ Date of Opening _____ Time _____ hrs

Name of the Firm _____

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

Signature and seal of the Bidder _____

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

FORMAT-7

Qualification form

CAPACITY AND QUALITY CERTIFICATION FORM

IFB NO.

DATE

1. Name of the firm:

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

2. Name of principals or owner(s):

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

3. _____ (Name of Manufacturer) is properly registered to supply medical devices/medical kits in India, is in good legal and statutory standing with the responsible health authorities and is licensed as a primary provider/supplier of the range of medical devices to be offered. (The list of items to be offered is attached).

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

The installed capacity for this firm is as follows:

Annual Capacity

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

6. _____ (Name of Manufacturer/supplier) has manufactured/supplied and marketed the specific goods covered by this tender document

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

Signature of the Authority of company _____ Date:

Full name (Printed) _____

Position _____

FORMAT-8

UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

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

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

FORMAT-9

PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram – 695012
Kerala, India

Dear Sir,

We hereby guarantee you that the goods supplied by us will be according to quality and regulatory standards and in case of any quality issues of the products supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature_____

Name_____

Designation and Seal

Station_____

Date_____

LIST OF ITEMS QUOTED

Bid no: _____ Date of Opening _____

Name of the Firm _____

S.No	Products	UOM	Quoted / Not Quoted
1			
2	Condoms	----	Not quoted
3			
4			
5			
6			
7			
8			

Signature and seal of the Bidder _____

FORMAT-11

CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Tender Fees- In Form of Demand Draft			
2	EMD in the form of BG/DD			
3	Tender Document Duly Signed and Stamped At All Pages along with Corrigendum (if Any)			
4	Copy of Valid manufacturing/repacking license			
	Copy of industry license/factory license			
5	Copy of valid quality certificate of the products.			
7	Copy of Turnover details certified by a Chartered accountant			
8	Copy of Site Master file of factory			
9	Copy of Onsite quality assurance and lab facilities with detailed equipments available			
10	Copy of Recent No conviction certificate			
11	Certificate of Registration constituting the firm			
12	Last two years P & L account and balance sheet duly certified by a Chartered Accountant			
13	Last two years production details of the kits to be supplied duly certified by a chartered accountant			
14	Last two years purchase orders received from various agencies for the supply of these drugs			
15	Copy of GST,PAN			
16	Power of attorney for signatory of bid in Rs 300/- stamp paper duly notarized.			
17	Format -1 : Deviations /Exclusions Schedule			
18	Format -2 : Self Declaration			
19	Format -3: Format For Quoting			
20	Format -4: Bid form			
21	Format -5: Self Declaration not sub standard			
22	Format -6: Performa for Performance Statement			
23	Format -7: Qualification Form			
24	Format - 8: Under taking letter for replacement of market complaint goods			
25	Format - 9: Product Liability clause for goods supplied			
26	Format - 10: List of Items Quoted			
27	Format - 11: Checklist			
28	Format - 12: Form of Contract Agreement			
29	Format - 13: EMD Bank Guarantee Format			
30	Format - 14: Integrity Pack			
31	Format -15: Category Details Of Organization			

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert: brief description of Goods and services]* (this has to be defined briefly) and has accepted a bid by the Supplier for the contract manufacture and supply of those goods and services in the sum of *[insert: contract price in words and figures]* (hereinafter called “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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Tender Enquiry Document.
 - (d) The Schedule of requirements
 - (e) Technical Requirements (including Technical Specifications)
 - (f) The Supplier’s bid and original Price Schedules
 - (g) The Purchaser’s Notification of Award
 - (h) *[Add here: any other documents]*
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney’s fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.



5. 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 supplied/ provided by the Supplier are as under:

Sl.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed: _____

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

in the presence of ____

For and on behalf of the Supplier

Signed: _____

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

in the presence of ____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

FORMAT-13

EMD BANK GURANTEE FORMAT

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

KNOW ALL PEOPLE by these presents that We, _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "theBank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
OR
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

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

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

.....
(Signature of the Bank)

PRE-CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender No. HLL/MKTG/SD/2020-21/19 Dt: 23.10.2020 HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

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

Clause 2. COMMITMENTS OF BIDDERS/ CONTRACTORS

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



- 2.10. The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16. The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17. The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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.
- 3.3. 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 BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.



- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed 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 Jurisdiction.

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

- 13.1. Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their 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

Mr K.Beji George
Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Witness

1.....

2.....

BIDDER

(Name & Designation)

Witness

1.....

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.

CATEGORY DETAILS OF ORGANIZATION

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address: