

**SUPPLY OF PERSONAL PROTECTIVE EQUIPMENTS -  
COVERALL GOWN, GOGGLES, N95 FACE MASK WITH  
EXPIRATORY VALVE, NITRILE GLOVES, FACE SHIELD AND  
TRIPLE LAYER SURGICAL MASK**

**Tender No: HLL/SD/RBD/2019-20/TENDER/13 Dt:20.02.2020**



**HLL Lifecare Limited**

(A Govt. Of India Enterprise)

**CIN : U25193KL1966GOI002621**

**HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012**

**Kerala, India**

**Tel:+0471 2354949, 2355426, 2350961, 2356352.**

**Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

## **HLL LIFECARE LIMITED**

(A Govt. of India Enterprise)

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**HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012, Kerala, India  
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### **Supply of Personal Protective Equipments - Coverall gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**

IFB No	:	HLL/SD/RBD/2019-20/TENDER/13 Dt.20.02.2020
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	20.02.2020 , 10.00 HRS
LAST DATE FOR SALE OF TENDER DOCUMENT	:	02.03.2020, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	02.03.2020, 14.30 HRS
DATE AND TIME OF OPENING OF TECHNICAL BIDS	:	02.03.2020, 15.30 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	Senior Manager (SD-RBD) HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India E-mail : <a href="mailto:sdrbdsouth@lifecarehll.com">sdrbdsouth@lifecarehll.com</a>

## Section 1. NOTICE INVITING TENDER

### **Supply of Personal Protective Equipments - Coverall gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face Shield and Triple Layer Surgical Mask etc**

HLL Lifecare Limited (HLL), a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, invites an **open tender under Single bid system** from interested manufacturers / authorised agents for;

1. **Supply of Personal Protective Equipments - Coverall gown, Goggles, N95 Face Mask With Expiratory Valve, Nitrile Gloves, Face Shield and Triple Layer Surgical Mask. These products need to be supplied at New Delhi**

#### **I. About HLL**

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

#### **II. Product requirement with Quantity**

Sr. No.	Item	Minimum ex-stock quantity available for immediate supply	Total tentative Quantity required*	UoM
1	Personal Protective Garments	30,000	1 lakh	EA
2	Personal Protective Goggles	30,000	1 lakh	EA
3	N95 face mask with expiratory valve mask	30,000	1 lakh	EA
4	Nitrile Gloves	30,000	1 lakh	Pairs
5	Face Shield	30,000	1 Lakh	EA
6	Triple Layer Surgical mask	30,000	1 Lakh	EA

#### **III. Details of Tender**

The major details of present tender are the following:

1. The bidders who are participating in this tender must currently have a minimum ex-stock quantity of 30,000 for immediate delivery as per the above table
2. The offered product(s) must 100% comply with the specification mentioned in the **Annexue 5**
3. Bidders need to submit a compliance certificate from the principal manufacturer that the specification of the offered product is 100% complying with the specification mentioned in the tender - **Annexure 7**
4. Bidder should submit relevant brochure and technical data sheet for the offered product(s)
5. The relevant certificates mentioned against the specification of the product need to be submitted along with the consignment .
6. All items need to be delivered at New Delhi. The consignee address to which delivery has to be done will be mentioned in the Letter of Indent / Purchase order

7. 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.

The Tender documents can be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com).

### III. Bid Data Sheet

Address for Communication	Senior Manager (SD-RBD) HLL Lifecare Ltd. HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +91 4712353932, 2354949, 2350959, 2350961, Email – <a href="mailto:sdrbdsouth@lifecarehll.com">sdrbdsouth@lifecarehll.com</a> Website – <a href="http://www.lifecarehll.com">www.lifecarehll.com</a>
Bid validity	Bid Validity - 180 days from the date of opening of the bid
Date of publishing of bid	20.02.2020 (10.00 Hrs)
Dead line for submission of Bids	<b>02.03.2020 (14:30 Hrs.)</b> <i>(at the office of the Senior Manager (SD-RBD), HLL Lifecare Ltd, Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012):</i> Any bid received after the bid submission deadline prescribed in the bid, will be rejected
Date, time and place of opening of bids	<b>02.03.2020 (15:30 Hrs.)</b> at HLL Lifecare Ltd. Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India

### IV. Minimum Eligibility Criteria

- Bidder should have a valid Certificate of the following:
  - GST Registration
  - IT PAN Card
- The Bidder should be a Manufacturer or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer
- The Manufacturer or an Authorized Dealer / Agent / Distributor / Channel Partner never been black listed by the Govt. / or the registering authority.
- Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 15 Lakhs.
- The bidders who are participating in this tender must currently have a minimum ex-stock quantity of 30,000 for immediate delivery as per the above table in NIT - Clause II.
- The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.

## **Section II General Instructions to Bidders (GIB)**

### **1. Amendment of Tender documents**

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

Any Amendment to this tender shall be notified in our website [www.lifecarehll.com](http://www.lifecarehll.com) only. Parties are requested to visit the website frequently.

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

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

### **2. Language of Bid**

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

### **3. SUBMISSION OF BIDS**

#### **3.1 Sealing and Marking of bids**

The tender is invited in Single-Bid System.

The bid shall be addressed to the Purchaser at the following address:

**Senior Manager**  
**Sourcing Division - RBD**  
**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram.**  
**Ph.no: 0471 2353932.**

[sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com)

- The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: "DO NOT OPEN BEFORE" -----"
- Telex, cable or facsimile bids will be rejected
- Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **4. 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.

## **5. 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.

## **6. Modification and Withdrawal of Bids**

1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the purchasers address provided in the tender document. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

3 No bid may be modified subsequent to the deadline for submission of bids.

4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

## **7. Period of Validity of Bids**

Bids shall remain valid for 180 days from the date of Technical bid opening prescribed by the Purchaser, pursuant to GIB Clause 06. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

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 GIB clause 11 shall also be suitably extended. Extension of validity period by the bidder must be unconditional. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

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.

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.

## **8. Statutory exemptions:**

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors.

## **9. Mandatory documents to be submitted along with bid**

- a) Self Declaration as per Annexure 1
- b) Price Details - Annexure 2
- c) Bid Form - Annexure 3
- d) Under taking letter for replacement of complaint/defective goods as per Annexure-4
- e) GST Certificate (self attested copy)
- f) Copy of Self attested Non Conviction certificate.
- g) Power of attorney for signatory.
- h) Permanent Account Number (Self-attested Copy)
- i) Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self- attested Copy).

- j) Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.15 lakh duly certified by a chartered accountant.
- k) Specification of the product with model #, brochure, technical data sheet.
- l) Manufacture authorization in case if the bidder is Authorized Dealer / Agent / Distributor / Channel Partner as per Annexure 6
- m) Compliance certificate as per Annexure 7
- n) Tender document duly signed and stamped in all pages along with corrigendum (if Any)

## 10. Price Details

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

- a) The Price must be quoted in accordance with Annexure- 2 attached.
- b) The Price total must include all costs associated with the execution of the contract including taxes, levies, duties, GST, freight, insurance etc and on **Door Delivery basis at New Delhi.**
- c) Net Unit Rate inclusive of all taxes and duties quoted per lowest unit of measurement i.e per EA/Pair etc will be considered for comparison of bids.
- d) Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. The price quoted will be valid for 180 days from the date of opening of bid. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 11. Bid Currencies

- 11.1 Prices shall be quoted in Indian Rupees.

## 12. PAYMENT TERMS

- 12.1 The payments shall be released to the supplier within 30 days from the date of receipt and acceptance of the material at consignee address.
- 12.2 The amount shall be paid by HLL in Indian Rupees.

## 13. Delivery Terms

Goods shall be delivered strictly as per the delivery schedule indicated 2-3 working days from the date of Notification of Award /Letter of Intent / Purchase order by HLL.

## 14. Taxes and Duties

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

## 15. Shelf Life:

- a) The supplies of all products should be from fresh stock only. At the time of supply, product should have the latest manufacturing date with minimum 2/3rd of shelf life remaining.
- b) Ensure that the offered products should have BIS/ISO/CE/USFDA certification

## 16. 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.

## 17. FORCE MAJEURE

- 17.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

#### **18. Goods replacement:**

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at HLL Centres/Depot, supplier must replace the quantity free of cost with fresh batch upon demand by HLL.

#### **19. 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

#### **20. Contacting HLL**

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

#### **21. 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  
The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

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

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

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

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

#### **22. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

#### **23. Bid Opening and Evaluation**

##### **A. Opening of Bids by HLL**

- a) 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.

### **B. Evaluation of Bids**

- a) The purchaser will scrutinize the documents for compliance to the specifications and documentation requirement as per the bid document.
- b) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- c) Supplier who has quoted the lowest price will be shortlisted.
- d) . the In case if the L1 party is unable to supply the entire quantity, then HLL may approach L2 party to supply the remaining quantity, provided L2 party can match the rate of L1 party
- e) 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.
- f) Arithmetical errors will be reviewed 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, there bid will be rejected.
- g) 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. EVALUATION AND COMPARISON OF BIDS**

- 24.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to GIB Clause 34.b.
- 24.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner and to the extent indicated in GIB Clause 35.3 and in the technical specifications:  
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Ltd Stores, anywhere in India.
- 24.3 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance to on door delivery basis HLL Depot / CFA anywhere in India. Price comparison during evaluation will be done on the basis of the price.
- 24.4 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each main equipment

## **25. Recall**

The products/goods must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a new machine of acceptable quality.

## **26. Settlement of Disputes**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with

respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

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

## **27. Major Responsibilities of Supplier**

- a. The suppliers have to supply the goods as per the delivery schedules and quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplies made shall be in strict conformance with the stipulations of tender specification and the respective Notification of award/ Letter of Indent/ Purchase orders.
- b. The successful 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 Notification of award/ Letter of Indent/ Purchase order.
- c. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel except that caused by HLL.
- d. Any product related legal issues shall be handled and connected expenses therewith shall be borne by the bidder/ manufacturer only.
- e. Any product related cases shall be handled and connected expenses therewith shall be borne by the contract manufacturer only
- f. The bidder must undertake to provide the purchaser the consignment number (s) by which the items ordered had been dispatched from their sites, so as to have online/web access to the tracking system of physical movements of the consignments sent through the courier.

- 28.** The final quantities mentioned in Annexure 5 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

## **29. GOVERNING LANGUAGE**

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

## **30. AWARD CRITERIA**

- 30.1 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

- 30.2 HLL reserves right to split the order quantity among the bidders appropriately

## **31. Termination**

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

### **32. Agreement:**

- a. All bidders who are selected will have to execute an agreement on non- judicial stamp paper of Rs.200/-(stamp duty to be paid by tenderer) with HLL. The form of Agreement is enclosed in tender document. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.
- b. If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, HLL Lifecare Limited whose decision shall be final

### **33. 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.

### **SECTION-III SPECIAL INSTRUCTIONS TO BIDDERS (SIB)**

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

## **SECTION-IV General Conditions of Contract (GCC)**

### **TABLE OF CLAUSES**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

### **2. APPLICATION**

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

### **3. STANDARDS**

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

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

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the

Purchaser.

## **5. SUBCONTRACTS**

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

## **6. CONTRACT AMENDMENTS**

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

## **7. PATENT RIGHTS**

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

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

## **8. INSURANCE**

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

## **9. CHANGE ORDERS**

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

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

## **10. ASSIGNMENT**

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

## **11. TERMINATION BY DEFAULT**

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

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.

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

## **12. TERMINATION FOR INSOLVENCY**

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

## **13. APPLICABLE LAW**

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

## **14. NOTICES**

14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

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

## **15. TAXES AND DUTIES**

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

## **16. PACKING**

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

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

## **17. DELIVERY AND DOCUMENTS**

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



## **SECTION-V - Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**Annexure-1**

**SELF - DECLARATION**

**Tender: Supply of Personal Protective Equipments - Coverall Gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**

**Tender No. HLL/SD/RBD/2019-20/TENDER/13**

To,

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

Dear Sir,

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

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

Date:  
Place:

Signature:  
Name:  
Designation:  
Seal:

**PRICE SCHEDULE**

**Tender Title: Supply of Personal Protective Equipments - Coverall Gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**

**Validity of Quotation / Tender: 180 days from the Date of Opening of bid.**

Sr. No.	Item Description	UoM	HSN Code	Basic Price (Rs.)	GST %	Offered Qty	Landed Price Incl. GST
01	Personal Protective Coverall	EA					
02	Personal Protective Goggles	EA					
03	N95 with expiratory valve mask	EA					
04	Nitrile Gloves	Pairs					
05	Face Shield	EA					
06	Triple Layer Surgical mask	EA					

**Date:**  
**Place:**

**Signature of the Bidder with Seal:**

**BID FORM**

**Annexure-3**

Ref:

Date:

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

Dear Sir,

**Sub: Supply of Personal Protective Equipments - Coverall Gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**  
**Tender No.: HLL/SD/RBD/2019-20/TENDER/13 Dt.20.02.2020**

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

We undertake that in case our bid is accepted, we shall:

Commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 180 days from the date of opening of bid 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 Products to New Delhi and all other related activities. The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

**Annexure-4**

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

**Tender: Supply of Personal Protective Equipments - Coverall Gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**

**Tender No. HLL/SD/RBD/2019-20/TENDER/13**

To,

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

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ware house free of cost within 5 days.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

## **Annexure-5**

### **Specification**

#### **1. Gloves (Double pair)**

- Nitrile
- Non-sterile
- Powder free
- Outer gloves preferably reach mid-forearm (minimum 280mm total length)
- Different sizes (6.5 & 7)
- Quality compliant with the below standards, or equivalent:
  - a. EU standard directive 93/42/EEC Class I, EN 455
  - b. EU standard directive 89/686/EEC category III, EN 374
  - c. ANSI/SEA 105-2011
  - d. ASTM D6319-10

#### **2. Coverall (medium and large)**

- Impermeable to blood and body fluids
- Single use
- Avoid culturally unacceptable colors e.g. black.
- Light colors are preferable to better detect possible contamination
- Thumb/finger loops to anchor sleeves in place
- Quality compliant with following standard
  - a. Meets or exceeds ISO 16603 class 3 exposure pressure, or equivalent

#### **3. Goggles**

- With transparent glasses, Zero power, well fitting, covered from all sides with elastic band/or adjustable holder.
- Good seal with the skin of the face.
- Flexible frame to easily fit all face contours without too much pressure.
- Covers the eyes and surrounding areas and accommodates for prescription glasses.
- Fog and scratch resistant.
- Adjustable band to secure firmly so as not to become loose during clinical activity.
- Indirect venting to reduce fogging.
- May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.
- Quality compliant with the below standards, or equivalent:
  - a. EU standard directive 86/686/EEC, EN 166/2002
  - b. ANSI/SEA Z87.1-2010

#### 4. **N-95 Masks**

- Shape that will not collapse easily
- High filtration efficiency
- Good breathability, with expiratory valve
- Quality compliant with standards for surgical N95 respirator:
  - a. NIOSH N95, EN 149 FFP2, or equivalent
- Fluid resistance: minimum 80 mmhg pressure based on ASTM F1862, ISO 22609, or equivalent.
- Quality Compliant with standards for particulate respirator that can be worn with full-face shield

#### 5. **Face Shield**

- Made of clear plastic and provides good visibility to both the wearer and the patient
- Adjustable band to attach firmly around the head and fit snugly against the forehead
- Fog resistant (preferable)
- Completely covers the sides and length of the face
- May be re-usable (made of material which can be cleaned and disinfected) or disposable
- Quality compliant with the below standards, or equivalent:
  - a. EU standard directive 86/686/EEC, EN 166/2002
  - b. ANSI/SEA Z87.1-2010

#### 6. **Triple Layer Surgical mask**

Three layered surgical mask of non-woven material with nose piece, having filter efficiency of 99% for 3 micron particle size.

- a. ISI Specification or equivalent

#### 7. **Gloves (Size 6.5 & 7)**

- Nitrile
- Non-sterile
- Powder free
- Outer gloves preferably reach mid-forearm (minimum 280mm total length)
- Different sizes (6.5 & 7)
- Quality compliant with the below standards, or equivalent:
  - a. EU standard directive 93/42/EEC Class I, EN 455
  - b. EU standard directive 89/686/EEC category III, EN 374
  - c. ANSI/SEA 105-2011
  - d. ASTM D6319-10

**All items to be supplied need to be accompanied with certificate of analysis from national/international organizations/labs indicating conformity to standards.**

**All items: Expiry 5 years**

**Annexure-6**

**MANUFACTURER'S AUTHORIZATION FORM**

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

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Bid Ref. No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ Registered office at \_\_\_\_\_ possessing Manufacturing Licence No. \_\_\_\_\_, dated \_\_\_\_\_, valid upto \_\_\_\_\_ (copy enclosed) do hereby authorize M/s \_\_\_\_\_ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above firm.

Your faithfully,  
(Name )  
for and on behalf of M/s \_\_\_\_\_  
(Name of Manufacturers)

**Note :** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**For and behalf of the firm  
(Firm Name & Address)**



**Annexure-7**

**Tender Title: Supply of Personal Protective Equipments - Coverall Gown, Goggles, N95 Face Mask with Expiratory Valve, Nitrile Gloves, Face shield and Triple layer surgical mask**

**Tender No. HLL/SD/RBD/2019-20/TENDER/13**

(On Bidder Letter Head)  
**TECHNICAL COMPLIANCE SHEET**

(Bidder need to put “Yes” in compliance column only when 100% compliance as per specification mentioned Annexure 5; else need to mention deviation specifically in remarks column. Bidder need to provide sufficient data sheets of products also to justify compliance)

<b>Sl. No.</b>	<b>Description</b>	<b>Quoted model number</b>	<b>100% Compliance as per specification mentioned in Annexure 5</b>	<b>If No, Please mention the details of Deviation</b>
1	Personal Protective Garments			
2	Personal Protective Goggles			
3	N95 face mask with expiratory valve mask			
4	Nitrile Gloves			
5	Face Shield			
6	Triple Layer Surgical mask			

Thanking you,  
Sincerely yours,

For M /s\_\_\_\_\_ (Name of the bidder)

Signature & Bidder seal

Name

Designation