

E-TENDER DOCUMENT

FOR

Supply Of Personal Protection equipments,Viral Transport & Detection kits- 3Ply masks,Hand Sanitizers, Dead body covers ,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 months.

Tender No: HLL/SD/RBD/2020-21/TENDER/03 Dt:23.06.2020

E-Tendering



SOURCING DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2355426

CONTENTS

Titles	Page No.
Notice Inviting Tender (NIT)	2
General Instruction to Bidder (GIB)	3-7
Instruction To Bidder (ITB)	8-24
General Conditions of Contract (GCC)	25-27
Special Conditions of Contract (SCC)	28
Annexure – 1, Self Declaration	29
Annexure – 2, Bid Form	30
Annexure – 3, Undertaking letter for replacement of market complaint goods	31
Annexure – 4, Product List,product specification	32-36
Annexure – 5, EMD Bank Guarantee Format	37
Annexure -6, Performance Bank Guarantee Format	38
Annexure – 7, Manufacturer’s Authorization Form	39
Annexure - 8, List of Quoted Products	40
Annexure – 9, Rate Contract Agreement	41-44
Annexure – 10, Category details of Organization	45
Annexure 11 - Indemnity Certificate	46
Annexure 12-Pre Contract Integrity Pact	47-52

HLL LIFECARE LIMITED
(A Government of India Enterprise)
Sourcing Division
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775588

NOTICE INVITING TENDER (NIT)

IFB No: HLL/SD/RBD/2020-21/TENDER/03

23.06.2020

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

SI No	Particulars	Description
1	Name of Item/Work	Supply Of Personal Protection equipments, Viral Transport & Detection kits.
2	Location of Delivery/Work	HLL Depot / CFA anywhere in India.
3	Brief description of Item/Work	Supply Of Personal Protection equipment, Viral Transport & Detection kits- 3Ply masks,Hand Sanitizers,Dead body covers,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 months
4	Bid Security/EMD	Rs 10 Lakhs
5	Bid submission fee/Tender fee	Rs 5000.00
6	Period of completion	As per the Purchase order
7	Price Validity	365 days from the date of opening of Price bid
8	Eligibility criteria for Bidders	As per Tender document
9	Closing date & time for submission of Tender processing fee & EMD in physical form*	29.06.2020
10	Last date and time for online submission of online bids	30.06.2020 at 15:00 hrs
11	Date and time of opening of e-tender	01.07.2020 at 15:00 hrs
12	Address for submission of Tender fee & EMD in Physical form	Senior Manager (SD-RBD) Sourcing Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram – 695012

***Bidders have to submit Original Bank Instruments for Tender fee & EMD within the above mentioned date and time**

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/e procure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/e procure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/e procure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
 - 9.1 Registration
 - a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/e procure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

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

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Senior Manager (SD-RBD)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712353932, 2354949, 2350959, 2350961,
Email – sdrbdsouth@lifecarehll.com

15. The bids shall be opened online at the **Office of the Senior Manager (SD-RBD)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Senior Manager (SD-RBD) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

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

Tender processing fee of Rs.5000 (Rupees Five thousand Only) should be drawn in favor of HLL Lifecare Ltd, payable at Trivandrum is to submitted in physical form.

EMD of **Rs.10,00000.00 (RupeesTen lakhs Only)** in the form of bank guarantee (Annexure 5) valid for a period of 365 days from the date of bid opening or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.

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

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

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, black listing etc. as deemed fit by HLL Lifecare Limited.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

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

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

SENIOR MANAGER (SD-RBD)

INSTRUCTIONS TO THE BIDDERS (ITB)

1. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/Manufacturers for;

- a) **Supply of Personal protection equipments and viral transport and Detection Kits as per the items mentioned in Annexure 4**
- b) **These Finalized Bidders will have to enter into a rate contract for 12 months.**
- c) **The products offered in the tender must be only manufactured in INDIA and relevant manufacturing licenses along with product list to be submitted.**
- d) **Suppliers must ensure strict compliance to all statutory regulations and quality standards.**

2. ELIGIBLE BIDDERS

2.1 A Bidder should have following eligibility criteria to submit bids against this tender.

2.1.1 Original Manufacturers having a minimum annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last one year i.e. 2019-2020, (turnover details certified by Chartered accountant must be submitted) for all products except RTPCR Kit, will only be eligible for participation. In case of RTPCR original manufacturers having a minimum annual turnover of Rs 5 crores (Rupees Five Crores only) during the last one year ie 2019-20 (turnover details certified by a Chartered accountant must be submitted) will only be eligible for participation. Authorized agents are also eligible to bid provided they submit their Manufacturer's Authorization Letter along with the bid. and their Principal manufacturers meets the eligibility criteria as specified above.

2.1.2 If the bidder is an authorized agent of the manufacturer then the bidder must be having an annual turnover of Rs 2 crores during the last one year ie (2019-20) turnover details certified by a chartered accountant must be submitted,

2.1.3 The Manufacturer must have experience of more than 1 year of manufacturing of the quoted product (more than one year old order and tax invoice copy to be enclosed certified by a chartered accountant) as on 31st May 2020. In case of bidder not being the manufacturer, the bidder must submit the relevant purchase orders and tax invoices of the manufacturer meeting the manufacturing and supply experience.

2.1.3 The bidder must have sold more than 15 lakh units of the quoted product in the last three months as on 31st May 2020. Relevant purchase orders and tax invoices to be submitted.

2.1.4 The bidder must submit the following quality certifications from the principal manufacturer:

- **VTM Kits:-**Notarised copy of ICMR Evaluation Report and CDSCO Manufacturing Licence.
- **VLTM Kit:-**Copy of notarised ICMR Evaluation report must be enclosed; copy of ISO 13485:2016 from notified agency issued to the principal manufacturer must be enclosed., CDSCO Manufacturing Licence of the manufacturer.
- **RNA Extraction Kit:-**Copy of relevant ICMR Evaluation report duly notarised.
- **Real Time RTPCR Kit:-**Notarised Copy of relevant CE-IVD certificate, KEUA certificate.
- **Pulse Oximeter:-**Notarised Copy of relevant ISO 13485:2016 and ISO 9001:2015 certifications.
- **3Ply Mask:-**Notarised Copy of relevant IS or equivalent certificate.
- **Hand Sanitizers: Valid** Manufacturing licence of the principal manufacturer with the relevant product permission specifying the required composition as per WHO guidelines.

- **Dead Body Cover:-**Notarised copy of ISO 16602:2007,ISO/16603:2004/ISO 16604:2004/ISO/DIS 22611:2003 must be submitted.

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

2.3 A firm or bidder who is an existing supplier of HLL will have to submit all documents along with their bids to participate in this e tender.

2.4 Only Indian Manufacturers and Authorized Agents /distributors of Indian Manufacturers are eligible to bid.

3. COST OF BIDDING

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

3.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted as physical form to the address mentioned in the NIT

4. Getting information from web portal

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

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

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

5. Bidding Documents

5.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Annexures to Bid
- e. Product List

5.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and

undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

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

6.2 Clarification of Bidding Documents

- 6.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 6.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.

7.3 Amendment to bidding documents

- 7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 7.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 7.3.3. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

Preparation of Bids

8.1 Language of the Bid

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

8.2. Documents to be submitted along with the Technical Bid

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

- I. Self Declaration as per Annexure 1
- II. Bid form as per Annexure-2
- III. Valid manufacturing license/Industrial License/Factory License/Distributor license (Self-attested Copy) along with the list of products manufactured in this facility. The quoted products should be highlighted for ready reference.
- IV. For all items the copy of notarized relevant quality certificates to be submitted as mentioned in Clause 2.1.4 of ITB
- V. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
- VI. Copy of GST Certificate (self attested copy)
- VII. Copy of Self attested Non Conviction certificate of the bidder and manufacturer.
- VIII. Copy of Permanent Account Number (Self-attested Copy)
- IX. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self-attested Copy).
- X. Under taking letter for replacement of complaint/defective goods as per Annexure-3

- XI. Authorization letter from manufacturer (Original) must be submitted as per Annexure 7.
- XII. List of all quoted products offered to HLL as per Annexure 8.
- XIII. Documentary evidence establishing the product specification is as per Annexure 4.
- XIV. Documentary proof for establishing the annual turnover of Original Manufacturers having a minimum annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last financial years i.e. 2019-2020 (original/ provisional) for all products except RTPCR kits. For RTPCR kits the annual turnover of Original Manufacturer must be Rs 5 crores (Rupees Five Crores only) during the last Financial Year. In case of Authorized agents being the bidder they must submit the turnover details of the principal manufacturer with the documentary proof along with documentary proof of their turnover of their annual turnover of Rs 2 Crore.
- XV. Annexure 10 - Category details of organization, in case of MSME / MSE, 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 do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”
- XVI. Annexure 11 - Indemnity Certificate
- XVII. Signed and sealed tender document along with amendments, if any.

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

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

8.3. Bid Prices

- 8.3.1. The Bidder shall bid as described in the Bill of Quantities.
- 8.3.2. The rates quoted by the Bidder shall include cost of all materials, freight charges to anywhere in India on door delivery basis, GST or any other tax etc.
- 8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.
- 8.3.7. 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.
- 8.3.8. 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 item.

8.4. Currencies of Bid and Payment

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

9. Submission of Bids

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

- 9.1 The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

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

Scanned copy of Tender fee (Demand Draft - Non-refundable) and EMD (Demand Draft/Bank Guarantee) as per the tender conditions shall be uploaded while submitting the bids online. The Eligible bidders who are exempted from paying Tender fee and EMD shall upload their valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. in the relevant envelopes.

The physical form of tender fee and EMD must be submitted on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

Note:-

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

b) Envelope - II (Technical bid):

Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in **Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 8.2.1-**

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

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The Unit basic price of the product including freight Charges for inland transportation to HLL Depot Anywhere in India.
- (ii) GST as applicable in percentage and amount.
- (iii) The total unit cost in figure and words. The total unit price will be the basis for evaluation.
- (iv) Prices shall be quoted in Indian Rupees.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents

submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
 3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

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

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

10.2 Modification, Resubmission and Withdrawal of Bids

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

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

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

11. Bid Opening and Evaluation

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

11.1 Bid Opening Process

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

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

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

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

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

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

11.2. Confidentiality

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

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

11.3 Clarification of Bids

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

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

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

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

A material deviation or reservation is one:-

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

or

c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

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

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

11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

11.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

12. Bid Validity

12.1 Bids shall remain valid for the period of **365 days (Three Hundred and Sixty five)** days from the date of opening of the price bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non responsive.

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

13. Statutory exemptions:

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

14. Bid Security (EMD)

14.1. For e-tenders, Bidders shall submit the EMD in physical form as DD in favour of HLL lifecare limited payable at Trivandrum or as Bank guarantee (format as per annexure 5) valid for a period of atleast 365 days from the date of bid opening, on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

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

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

14.4. The Bid Security (EMD) of the successful Bidder will be discharged after expiry or termination of the rate contract.

- 14.5 SSI/MSME units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar.
- 14.6. The Bid Security may be forfeited:
- (a) If a Bidder:
 - (i) Changes its offer/bid during the period of bid validity or during the validity of the contract.
 - (ii) does not accept the correction of errors
 - (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the Agreement
 - (ii) to accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
 - (iii) to acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- 14.7 The Bid Security deposited will not carry any interest.

15. Tender processing fee

- 15.1 For e-tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee by way of Demand Draft as mentioned in the e-tender and the physical form should be sent to the address mentioned in the tender document before the submission date.
- 15.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as non-responsive.
- 15.3 Tender Fee remitted shall not be refunded.

16. Alterations and additions

- 16.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 16.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

17. INDEMNIFICATION CLAUSE

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

18. SECURITY DEPOSIT

Deleted

19. PERFORMANCE BANK GUARANTEE

An amount of 5% of Basic Price (less GST) shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after 365 days from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee (with validity of 365 days from the date of delivery of consignment at HLL designated address) towards the 5% performance security against which the same shall be released.

20. FORFEITURE OF SECURITY DEPOSIT:

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the Bid security furnished will be forfeited / Bank Guarantee encashed.

21. PAYMENT TERMS

21.1 No Advance payment shall be given.

21.2 Payment of 95% of the invoice value shall be released to the supplier within 60 days from the date of receipt and acceptance of the material at the consignee address and subject to receipt of original invoice at HLL Corporate Head Office, Trivandrum. The remaining 5 % will be released after 365 days from the receipt of the consignment or upon submission of Performance Bank Guarantee with a validity of 365 days from the date of delivery of goods at the HLL designated address.

HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward returns i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL

21.3 The amount shall be paid by HLL in Indian Rupees.

21.4 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

22. Delivery Terms

Goods must be delivered within the period specified in Purchase order issued by HLL.

23. DELAY IN DELIVERY OF GOODS

23.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Intent/ Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

If the vendor fails to deliver the full ordered quantity even during extended delivery period then the Notice of award/ Letter of Intent/ Purchase order shall be short-closed and the Performance Bank Guarantee/Security deposit/ EMD shall be forfeited.

23.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

23.3 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 fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier. However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order / Letter of Indent. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order / Letter of Indent, penalty as mentioned above would apply.

23.4 If the successful bidder defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from next party 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 forfeit the EMD/performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

24. 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

25. Shelf Life:

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 70% of shelf life remaining.

Products to be supplied should be of standard quality/quantity as per specification mentioned and should confirm to the relevant quality standards mentioned in ITB clause 2.

26. Inspection And Tests

26.1 The Bidder must submit a in-house Certificate of Analysis for every batch of product being supplied along with other documents as called for in this tender.

26.2 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.

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

- 26.4 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 26.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 26.6 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

27. Indemnity:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 11

28. Short supply:

If any shortages in sealed boxes 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 purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

29. Splitting of Contacts/Parallel Rate Contracts:

In case of critical, urgent delivery requirements, HLL may decide to have more than one source of supply . HLL reserves the right to enter into the rate contract / parallel rate contracts /splitting of 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. In case of splitting, owing to the urgent quantity requirements and production capacity of the suppliers the contract will be split in the ratio 50:30:20 between L1,L2 and L3 suppliers respectively, provided the L2 and L3 supplier must match the rates of L1.The manufacturer or the supplier should have the capacity to manufacture /supply minimum 10% required quantity per month.

30. 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.

31. 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 L1 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 L1 supplier will be under obligation to pay the same. The purchaser has the right to forfeit the EMD in the event of default. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

32. FORCE MAJEURE

32.1 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.

32.2 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.

33. 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.

34. 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

35. 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.

36. 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 purchaser’s action.

37. 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

38. EVALUATION AND COMPARISON OF BIDS

- 38.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 38.2 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, 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.
- 38.3 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.
- 38.4 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 item.

39. 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 fresh product of acceptable quality.

40. 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.

41. 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.
 - g. The bidder should furnish the details of the **escalation matrix** of both bidder and OEM with telephone numbers and emails.
42. The final quantities mentioned in Annexure 4 may vary as per the final requirement and the order may be placed in single or multiple lots during the contract period.

43. GOVERNING LANGUAGE

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

44. AWARD CRITERIA

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.

45. Notification of Award

After completion of evaluation of tender, HLL will notify the successful Bidder and enter into a rate contract agreement for 12 months. The notification of award/ Letter of Indent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which , the purchaser shall have the right to cancel the order and forfeiture of EMD. The conditions mentioned in the the Notification of award/Rate contract agreement/Letter of Indent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Rate contract agreement/ Notification of award/Letter of Indent/ Purchase order, the purchaser reserves the rights for the forfeiture of EMD/Security deposit/ Performance bank guarantee submitted by the bidder.

45. Termination

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

47. 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 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

48. 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.

49. MRP should be mentioned.

50. Corrupt or Fraudulent Practices

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

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

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

51. Pre-Contract Integrity Pact and Independent External Monitor

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

any reason.

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

The details of the present Independent External Monitor for HLL is given below.

Shri. M.J. Joseph, ICAS (Retd),
Former Controller General of Accounts
Email id: iemhll@lifecarehll.com

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. SUBCONTRACTS

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

6. CONTRACT AMENDMENTS

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

7. PATENT RIGHTS

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

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

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “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.

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.

SELF - DECLARATION

Tender: Supply Of Personal Protection equipment, Viral Transport & Detection kits- Supply Of Personal Protection equipments,Viral Transport & Detection kits- 3Ply masks,Hand Sanitizers,Dead body covers,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 month

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, 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 or any institution under the state government or Government of India our BID will be considered as Non-responsive.

Date:
Place:

Signature:
Name:
Designation:
Seal:

BID FORM

Annexure-2

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,

Tender: Supply Of Personal Protection equipments,Viral Transport & Detection kits- 3Ply masks ,Hand Sanitizers,Dead body covers,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 month

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 12 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price 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 the Supply Of Supply Of Personal Protection equipments,Viral Transport & Detection kits- 3Ply masks, Hand Sanitizers,Dead body covers ,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 monthto HLL depots anywhere in India and all other related activities.

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. Incase 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.

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...

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

Tender: Supply Of Personal Protection equipments,Viral Transport & Detection kits- 3Ply masks, Hand Sanitizers, Dead body covers ,Pulse Oximeter, VTM Kits,VLTM Kits, RNA extraction Kits, & RTPCR Kits under rate contract for 12 month
Tender No. HLL/SD/RBD/2020-21/TENDER/03 Dt:22.06.2020

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 the period specified by HLL.

Signature _____
Name _____
Designation and Common Seal _____
Station _____
Date _____

PRODUCTLIST

<u>SL NO</u>	<u>PRODUCT</u>	<u>TENTATIVE ANNUAL QUANTITY REQUIREMENT in Lakhs</u>	<u>UOM</u>
1.	3 ply Surgical Mask	200.00	Nos
2.	Viral Transport Medium Kits	50.00	50 Tubes/Box
3.	Viral Lysis Transport Medium Kits	50.00	50 Tubes/Box
4.	Pulse Oximeter	1.00	<u>No.</u>
5.	RNA extraction Kit	50.00	Nos.
6.	Real Time RTPCR Kit	50.00	Nos.
7.	Hand Sanitizer 500 ml with pump	20.00	Bottles with pump
8.	Hand Sanitizers 200 ml with pump	40.00	Bottles with pump
9.	Hand Sanitizers 100ml with pump	40.00	Bottles with pump
10.	Dead Body Covers	0.50	Nos

Product Specification

1. Triple Layer(3 Ply) Surgical Mask:-

- Three layered surgical mask with nose piece
 - Outer hydrophobic non woven layer
 - Middle Melt Blown Layer (White) which is the filter
 - Inner soft absorbent non-woven layer
- Having Filter efficiency of 99% for 3 micron particle size.
- All three layers ultrasonically sealed
- Ear loop should be elastic band and must be ultrasonically sealed.
- ISI specification or equivalent. Notarised copy of certificate issued to the manufacturer /manufacturers product must to be submitted.
- 100 Masks in a polybags, and 60 such polybags in a Master carton.

2. Viral Transport Media (VTM Kits):-

- 15 ml volume screw-cap, leak-proof tubes containing 3 ml Viral Transport Medium (VTM)
- Two separately packed Gamma Sterilized Nylon Flocked Swabs with breakpoints
- Vial should have labeling stickers
- VTM should contain protective antibiotics, antifungal agents to control microbial contamination and buffer to stabilize the pH

- The pH should be 7.3 ± 0.3 at 25°C and the VTM should have pH indicator
- The medium should contain a cryoprotectant to preserve the viruses, if specimens are frozen for prolonged storage.
- Osmolality in mOsm/Kg H_2O : 500 mOsm - 600 mOsm
- The medium should be stable at room temperature.
- Copy of notarized ICMR Evaluation Report/certificate of the manufacturer/manufcaturer's product must be submitted and CDSCO Manufacturing License must be enclosed.

3. Viral Lysis Transport Medium(VLTM)Kits:-

- 15 ml volume screw-cap, leak-proof tubes containing 1.5 ml Viral Lysis Transport Medium (VLTM) intended for the collection, inactivation and transport of clinical specimens containing viruses and bacteria from the collection site to the testing laboratory
- Two separately packed Gamma Sterilized Nylon Flocked Swabs with breakpoints
- Vial should have labeling stickers
- VLTM should contain chaotropic agent, surfactant and chelating agent
- The pH should be 6.7 ± 0.3 at 25°C
- The medium should be stable at room temperature.
- Copy of notarized ICMR Evaluation Report must be enclosed
- Only Indian Manufacturers having ISO 13485:2016 are eligible to bid.
- Notarised Copy of ISO 13485:2016 from notified agency to be enclosed

4. Pulse Oximeter:-

- Display -OLED
- Display Modes -4 directional 6 modes

• Measurement Range

SPO2 35% to 100%
Pulse Rate 30bpm to 250bpm

• Resolution

SPO2 1%
Pulse Rate 1bpm

• Accuracy

SPO2 $\pm 2\%$ (70% to 100%)
Pulse Rate ± 2 bpm

• Alarm Range

SPO2
Upper limit: 50% to 100%
Lower limit: 50% to 100%

Pulse Rate

Upper limit: 30bpm to 250bpm

Lower limit: 30bpm to 250bpm

- Minimum Perfusion Index 0.20%
- Finger Out Indication Available
- Pulse Sound Available
- Low Battery Indication Available
- Auto Shutdown Available
- Display Brightness Control Available
- Demo Mode Available
- Carrying Pouch Not Available
- Storage Temperature -10°C to 50°C
- Relative humidity 15% to 80%
- Power Requirement 2×AAA 1.5V Alkaline Battery
- Battery backup 20 hours
- Power Consumption Less than 30mA
- Dimensions 63 mm (L) × 36 mm (W) × 34 mm (D)
- Weight 35g (Excluding battery)
- Electrical Classification - Anti electric shock type ; internally powered equipment ; Type BF Equipment
- Ingress Protection Rating - IP22
- Notarised copy of relevant ISO certificate issued to the manufacturer as indicated must be submitted.

5. **RNA Extraction Kit:-**

- Kit should work with magnetic bead-based technology allowing extraction of Viral RNA from Human Samples (Plasma, CSF, Urine, Other cell free body fluids and Cell-culture supernatants).
- RNA extraction kit to be offered with 4 numbers of magnetic stands (minimum size of 16 tubes) are to be supplied per lakh test offered and the quoted price should include the price of offered magnetic stand.
- The kit should use spiking with carrier RNA to enhance quality of eluted viral RNA
- The RNA Extraction kit should have necessary certifications /approval as per the prevailing ICMR guidelines. Notarised copy of ICMR report/certificate issued to the manufacturer /manufacturer's product must be submitted.

6. **Real Time RTPCR Kit:-**

- **Test/Kit** 96
- **Tube/Test** 1 Tube (3-plex)
- **Target gene** RdRp gene-FAM

Egene-JOE/VIC/HEX

- **Sample type** Sputum, Nasopharyngeal swab, Oropharyngeal swab
- **Applicable analyzer** CFX96, ABI 7500/7500Fast, LC480
- **Sample volume** 10 μ l
- **Limit of Detection (LoD)** RdRp: 5 copies/reaction
E: 5 copies/reaction
(= 0.5copies/ μ l)
- **Testing Time** **90 Mins**
(on CFX96)
- **Target Cut-off** 36Ct(40 cycle)
- **Storage temp.** -25~-15°C
- **Expiration date** **12**
months
- Designed according to WHO / KCDC recommendations
- Easy to use 1Tubereaction
- Separately configured Internal Control (IC) to verify the whole process
- Simple interpretation of results (2 Target (RdRp/ E gene) + 1 IC
- Analytical sensitivity 5copies/reaction
- A wide range of instrument compatibility CFX96 / AB7500 / LC480
- Fast TAT -Within 90 minutes after extraction, 12 months of stability
- Notarised copy CE-IVD, KEUA (Korean Emergency Use Authorization) must be submitted

7. Hand Sanitizers 500 ml with hand pump, 200 ml with pump and 100 ml with pump:-

- Hand sanitizers with hand pump required in 500 ml , 200ml and 100 ml bottles.
- Composition of the sanitizers as mentioned below:
Ethanol IP :80% (v/v)
Hydrogen peroxide IP: 0.125 %(v/v)
Glycerol IP :1.45%(v/v)
Distilled water : q.s

8. Dead Body Covers:-

- Impermeable
- Leak proof
- Air sealed
- Double Sealed
- Disposable
- Opaque
- White
- U shape with Zip

- 4/6 grips
- Size: 2.2 x 1.2 Mts
- Standards:
 - a. ISO 16602:2007
 - b. ISO 16603:2004
 - c. ISO 16604:2004
 - d. ISO/DIS 22611:2003

Annexure-5

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 Countries), 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,if required 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)

Annexure 6

Performance Bank Guarantee Format

To: _____ (Name of Purchaser) **WHEREAS**
_____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in
pursuance of Contract No. _____ dated _____ 20__ to
supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date: _____ 20 ____

Address: _____

Annexure-7

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)**

LIST OF QUOTED PRODUCT

Sl No	Sl. no as per Tender	Name of Items	UOM	Shelf Life of Item offered (in Months)	Packing mode	Manufactured by	Bidder	Confirming quality standard	Whether product confirming the product specification as per Annexure 4	Manufactured location
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Annexure 9

RATE CONTRACT AGREEMENT

This Agreement is made on xxxxxxxxxxxxxxxxxxxx

**BY AND
BETWEEN**

(1) **HLL Lifecare Limited** (CIN : xxxxxxxxxxxxxxxxxxxx), a Government of India Enterprise, under Ministry of Health and Family Welfare, Government of India and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala, India (hereinafter referred to as the “**Purchaser**”, which expression shall unless otherwise, include all its successors and permitted assigns), and is represented by xxxxxxxxxxxxxxxxxxxx, on the **FIRST PART**

AND

(2) **xxxxxxxxxxxxxxxx**, a private limited company incorporated under the laws of India (CIN xxxxxxxxxxxx) and having its registered office at xxxxxxxxxxxxxxxxxxxxxxxxxxxx(hereinafter referred to as the “**Supplier**”, which expression shall unless otherwise include all its successors and permitted assigns)and is represented byxxxxxxxxxxxxxxxxon the **SECOND PART**

WHEREAS the Supplier has expressed their interest in supply of products as per the xxxxxxxxxxxxxxxx to HLL Depot at Chandigarh, UT Which Tender shall form part of this agreement as if corporate herein;
AND WHEREAS M/s HLL Lifecare Limited, the Purchaser has been pleased to accept the offer to the conditions stipulated in the Notification of award/ Letter of Indent/ Purchase order in respect of the products mentioned therein”.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. Whereas the Purchaser, will issue a Notification of award/ Letter of Indent/ Purchase order to the Supplier as per the product list provided by the Supplier (**Attached as Annexure xxx**) and the requirement from the HLL. The Supplier’s C & FA. / authorised distributor authorised by the Supplier has to supply the products as per the delivery terms addressed in the Notification of award/ Letter of Indent/ Purchase order.
2. The Supplier hereby declares that the products sold to the Purchaser as per the rate contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications, description, quality and particulars mentioned in the Notification of award/ Letter of Indent/ Purchase order. Supplier shall ensure that the entire quantity mentioned in the Notification of award/ Letter of Indent/ Purchase order is delivered within the agreed delivery date. Quantity supplied in excess by the Supplier will not be accepted by the Purchaser. Supplier hereby guarantees that the said products would continue to confirm to the description and quality aforesaid until the date of expiry as mentioned in the product/packing, however, provided the products are stored as per the storage norms printed on the product packs and that notwithstanding the fact the Purchaser may have inspected and/or approved the said products, if during the life of the said products be discovered not to confirm to the description and quality aforesaid or have deteriorated even after all storage norms prints on the packs are followed(and the decision of the HLL Lifecare Ltd. in the behalf will be final and conclusive) the Purchaser will be entitled to reject the said products or such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the products will be at the Supplier’s risk and all the provisions herein contained relating to rejection of products etc. shall apply. The Supplier shall replace the products etc., if so called upon to do so, or such

- portion thereof as is rejected by the purchaser. Otherwise the Supplier shall pay to the Purchaser such cost as may arise by reason of non-replacement of the rejected product. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this Supplier otherwise.
3. In case the Supplier fails to complete the supply of stocks or a portion thereof within the prescribed delivery schedule, the Purchaser has the right to purchase the stocks or a portion thereof at the risk and cost of the Supplier without serving any notice to the Supplier. In the event of cancellation of the contract by Purchaser at the risk and cost of the Supplier, the Supplier shall be liable for Actual loss which the Purchaser has sustained or may sustain on account of risk purchase.
 4. The Purchaser reserves the right to suspend the business with the Supplier if the Supplier defaults in adhering to the prescribed delivery schedule, quality of stores etc. as per the agreement.
 5. Supplier shall advice/inform in writing the Purchaser regarding the banned /blacklisted products if any in the Notification of award/ Letter of Indent/ Purchase order. Supplier shall also inform the Purchaser regarding the list of banned/blacklisted products within 15 days of notification and shall take back the products available with the purchaser if any.
 6. Requests for enhancement of rates once accepted will not be considered before the mutually agreed period. The Purchaser will release Notification of award/ Letter of Indent/ Purchase order to the Supplier as per agreed rates.
 7. Taxes will be paid by the Purchaser as per the Government rules and regulations.
 8. *Supplier of materials/services as per this Notification of award/ Letter of Indent/ Purchase order / Work order should ensure that the material /service supplied and taxes payable thereon for a particular month or period should be shown or furnished in appropriate returns for the month or period and payment effected for such taxes in succeeding month or before the due dates as prescribed by relevant laws so that the Purchaser is eligible to take input credit for such taxes paid failing which the Supplier will be responsible for any penal or interest charges on it*
 9. The quantities to be supplied will be shown in the copy of the Notification of award/ Letter of Indent/ Purchase order. The Supplier during the period of contract has to supply the quantities as per the Notification of award/ Letter of Indent/ Purchase order issued by the Purchaser. The Supplier however agrees to supply the quantity required by the Purchaser up to the validity of contract period.
 10. All the communication to be made to the address “XXXXXXXXXXXXXXXX.”
 11. Whereas the Supplier has to supply the products to the Purchasers having at least 70% of shelf life remaining at the time of receipt in supply.
 12. If the Supplier defaults in the due supply of all or any of the products correctly and promptly the Purchaser are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Purchaser incur, in thus procuring such products a higher cost than the agreed rate such excess cost may be deducted by the Purchaser from the Supplier's bill or adjusted from him by other means. The Supplier agrees that he shall not be entitled to claim the excess, if any, of the committed rate over such cost to Purchaser.
 13. Goods must be delivered as per the delivery date mentioned in the Purchase order by HLL. The bidder has to abide by delivery schedule strictly. In case of delay attributed to the bidder, H.L.L reserves the right to impose a penalty @ 0.50 % of the value of Notification of award/ Letter of Indent/ Purchase order, for every week of delay beyond the scheduled date of supply, subject to a maximum

of 5% of the value of Notification of award/ Letter of Indent/ Purchase order. For any delay beyond this may lead to cancellation of the Notification of award/ Letter of Indent/ Purchase order. The Purchaser will be entitled to return any of the products (non-moving or expiry) purchased from the Supplier, provided that the Purchaser adheres to follows all storage norms printed on the packaging of the products. In such cases, the supplier shall replace the products or issue credit note, whose value be adjusted against subsequent purchase bills or pending bills. Purchaser has to return the products to the Supplier before three months from the date of expiry.

14. The Supplier being the manufacturer and Supplier of the products intended by the Purchaser, if the Purchaser requests the Supplier to attend the product queries and complaints, if any, to where the Supplier has supplied the products, the Supplier will attend the queries and complaints for the particular products. The Supplier is not entitled for claim of expenses/reimbursements for attending the product queries and complaints from the Purchaser.
15. The Bidder must submit a Certificate of Analysis for every batch of product along with other documents. The bidder has to submit both the in-house Certificate of Analysis The supplier should submit the batch test reports for each batch of the supplies made to the 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 will test the samples drawn from received stocks in NABL Accredited Labs and payment will be subject to the satisfactory test result. If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.
16. An amount 5% of shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security less any sums charged by the purchaser, shall be paid over to the bidder after 365 days from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released
17. Whereas the Purchaser will make payment as follows;

Payment against 95% of the invoice value will be released within 60days from the dtae of receipt of consignment at HLL designated consignee address ,subject to the receipt of original invoice at HLL Corporate Head Office,Trivandrum. Remaining 5% will be released after 365 days from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

Payment will be done directly to the designated Bank Account of the Supplier through RTGS/NEFT against the invoice submitted by the Supplier.
18. This rate contract between the Purchaser and the Supplier is valid up to **xxxxxxx**
19. The Purchaser may terminate the contract by providing 30 days prior written notice to the Supplier. Notwithstanding anything containing in this Agreement, any termination will not affect the Notification of award/ Letter of Indent/ Purchase order placed by Purchaser on the Supplier
20. NOTWITHSTANDING the provisions contained in clause 7 & 8, the Purchaser shall have the right to cancel the contract for any default on the part of the Supplier in due performance thereof.
21. It shall be lawful for the Purchaser from and out of any money for the time being payable under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Purchaser by reason of the cancellation of the contract

22. Over and above to this, all the relevant points indicated in the tender document no. xxxxxxxxxxxxxxxxxxxxxxxx shall be binding throughout the validity period of the contract.

23. In case of any disputes between both the parties under this rate contract the Jurisdiction of the competent court of Law in Thiruvananthapuram would apply

In witness whereof the Purchaser and xxxxxxxxxxfor and on behalf of M/s **HLL Lifecare Ltd.** has hereunto set their hands.

Signed, Sealed and Delivered by

In the presence of witness:

1.

2.

Signed, Sealed and Delivered by

Mr xxxxxxxxxxxxxxxxfor and on behalf of xxxxxxxxxxxxxxxxin the presence of witness:

1.

Annexure 10

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.**

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 11

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

INDEMNITY CERTIFICATE

Dear Sir,

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure 12

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----^t 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

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

Preamble

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HLL

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

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

- 4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause .5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Clause.6.Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram 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/unsuccesful bidders 6 months after the contract has been awarded.

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

Clause. 13. Other provisions

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

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

HLL

BIDDER

MrK.Beji George

(Name & Designation)

Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Witness

Witness

1.....

1.....

2.....

2.....

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