

# **E-TENDER DOCUMENT**

**FOR**

**Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh**

**Tender No: HLL/SD/RBD/2021-22/TENDER/04 Dt: 21.07.2021**

**E - Tendering**



## **HLL Lifecare Limited**

(A Govt. Of India Enterprise)

**CIN : U25193KL1966GOI002621**

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

**Kerala, India**

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

(EXTN – 242 / 272 / 273)

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

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**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
Sourcing Division  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Phn: 0471- 2354949 (EXTN – 242 / 272 / 273)

**NOTICE INVITING TENDER (NIT)**

**IFB No:** HLL/SD/RBD/2021-22/TENDER/04

**21.07.2021**

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	<b>Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh</b>
2	Location of Delivery/Work	Supplies to be effected and deliveries to be made to Different Hospital Locations in the Districts of Himachal Pradesh
3	Brief description of Item/Work	Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh
4	Period of completion	Supplies has to be made in various Locations of Himachal Pradesh <b>within 72 hours</b> after placing the Letter of Intent /Notification of Award/ Purchase order, failing which the POs will stand Cancelled.
5	Price Validity	180 days from the date of opening of Price bid
6	Eligibility criteria for Bidders	As per Tender document
7	Last date and time for online submission of online bids	<b>27-07-2020 at 15:00 hrs</b>
8	Date and time of opening of e-tender	<b>28-07-2020 at 15:00 hrs</b>
9	Address for Communication at HLL regarding the tender	Deputy General Manager (SD-RBD) Sourcing Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

## **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](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto: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:

**Deputy General Manager (SD-RBD)**  
**Sourcing Division**  
**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012,**  
**Kerala, India**  
**Tel: +91 4712354949 (EXT 242 / 272 / 273)**  
**Email – [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com)**

15. The bids shall be opened online at the **Office of the Deputy General 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 Deputy General 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/eprocure/app>).
- 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/eprocure/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):

**THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE**

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. 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 placing of PO 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 as deemed fit.
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/e procure/app>).

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

**Deputy General 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 Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh as per the items mentioned in Annexure 4, for deliveries to be made to Different Hospital Locations in the Districts of Himachal Pradesh
- b) Supplies to be effected and deliveries to be made to Different Hospital Locations in the Districts of Himachal Pradesh.
- c) The total quantity mentioned is only an indicative quantity and may change depending on actual requirement.
- d) Suppliers must ensure strict compliance to all statutory regulations, quality standards and packing material specifications (as applicable ) detailed in Annexure – 5

### **2. ELIGIBLE BIDDERS**

- 2.1. Bidders are requested to submit the Bid Securing Declaration as per Annexure 12
- 2.2. A Bidder should have following eligibility criteria to submit bids against this tender.
  - 2.2.1. Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e. 2018-2019, 2019-20 and 2020-2021 (original / provisional) will only be eligible for participation.

Authorized agents are also eligible to bid provided their minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 (original / provisional) is Rs. 1 crore (Rupees One crore only) and their Principal manufacturers meets the eligibility criteria for principal manufacturer as specified above.

In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted. If an Original Manufacturer is participating in the tender but wishes to make the supplies through its authorised agent, the manufacturer has to ensure that the Authorised agent meets all the eligible criteria mentioned, including minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 (original / provisional) is Rs. 1 crore (Rupees One crore only and documentary proof for the same has to be attached along with original authorisation letter. Also enclose audited Balance sheets as proof for the above period
  - 2.2.2. Documentary evidence for establishing relevant & valid ISO/BIS/CE (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all the offered products.
  - 2.2.3. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.
  - 2.2.4. The Bidder must submit an in-house Certificate of Analysis for every batch of items being supplied along with other documents as called for in this tender along with consignment & IF asked for, the Firm has to submit Test Reports from NABL Accredited Labs.
- 2.3. Primary manufacturers/authorized agents are allowed to participate in the Tender. Manufacturer's authorization form in original may be submitted by participating authorized agents.
- 2.4. Suppliers must ensure strict compliance to all statutory regulations, quality standards and Packing material specifications (as applicable) detailed in Annexure 5.
- 2.5. 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.

- 2.6. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender.
- 2.7. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 13 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self declaration as per Annexure 13 with respect to this order must be submitted.
- 2.8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

### **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/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

### **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
- 5.2. 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.
- 5.3. 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. CLARIFICATION OF BIDDING DOCUMENTS**

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

## **7. AMENDMENT TO BIDDING DOCUMENTS**

- 7.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 7.2. 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. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

## **8. PREPARATION OF BIDS**

### **8.1 Language of the Bid**

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

### **8.2. Mandatory 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/Factory License (Self-attested Copy) along with the list of products manufactured in this facility wherever applicable. The quoted products should be highlighted for ready reference.

- IV. Documentary evidence for establishing relevant & valid ISO/BIS/CE (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all the offered products.
- 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 Non Conviction certificate issued by state drug controller.
- 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 6.
- XII. List of all quoted products offered to HLL as per Annexure 7.
- XIII. Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e. 2018-2019, 2019-20 and 2020-2021 (original/provisional). In case of Authorized agents, they must submit the documentary proof for minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 (original/ provisional) is Rs. 1 crore (Rupees One crore only). and documentary proof for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted.

If an Original Manufacture is participating in the tender but wishes to make the supplies through its authorised agent, the manufacturer has to ensure that the Authorised minimum average turnover in the last three years i.e., 2018-2019, 2019-2020 and 2020-2021 (original / provisional) is Rs. 1 crore (Rupees One crore only) and documentary proof for the same has to be attached.

- XIV. Annexure 8 - 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.”
- XV. Suppliers must ensure strict compliance to all statutory regulations, quality standards and packing material specifications (as applicable ) detailed in Annexure – 5
- XVI. Duly filled, signed and sealed Annexure 9 - Indemnity Certificate
- XVII. Annexure 10 - Performance Bank Guarantee Format
- XVIII. Annexure 11 - Check List
- XIX. Duly filled, signed and sealed Annexure 12 - Bid Securing Declaration
- XX. Annexure 13 - Restricted under Rule 144(xi) of the GFR

Note: If any of the above document 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, 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 on door delivery basis to Different Hospital Locations in the Districts of Himachal Pradesh.
- 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 **2 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.
  - Bidders are requested to submit the Bid Securing Declaration as per Annexure 13
  - 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.
  - The Party has to provide Performance Security if Tender is awarded to them

#### **a) Envelope - I (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.

#### **b) Envelope – II (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.

### **Entering the rate in BOQ:**

**The rates of all items are to be entered in UOM of single pieces only.**

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:
  - i. The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. If 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 authorized representative in the presence of bidders or their designated representatives who choose to attend.



## 11.1 Bid Opening Process

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

**Envelope - I:** 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, 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.

**Envelope - II:** The technically qualified bidders, financial bids shall be opened as per Eligibility Criteria. (Depending on evaluation of Envelop I, 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:-

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

### 11.5. Negotiation on Bids

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 **180 (One Hundred and Eighty)** 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)

EMD is not applicable to this Tender as stipulated by Government order number No. F.9/4/2020-PPD dated 12th November 2020.

## BID SECURING DECLARATION

In place of a Bid security, the bidders are required to sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, execute the delivery as per the requirements or fail to submit a performance security before the deadline defined in the

tender document, they will be suspended for the period of time as per the discretion of the tenderer.

## **15. TENDER PROCESSING FEE**

**THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE**

## **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 initiated 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 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 13

## **18. SECURITY DEPOSIT**

**THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE**

## **19. PERFORMANCE BANK GUARANTEE**

19.1 An amount of 3% 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 Different Hospital Locations in the Districts of Himachal Pradesh. The bidder can submit Bank Guarantee towards the 3% performance security against which the same shall be released as explained in section 21 – Payment Terms.

## **20. FORFEITURE OF SECURITY DEPOSIT**

**THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE**

## **21. PAYMENT TERMS**

**21.1 No Advance payment shall be given.**

- a. **95% of the payable amount will be released within 120 days of delivery and acceptance of consignment.**
- b. **Remaining 5% will be released after 365 days from the date of receipt of material and acceptance at designated HLL delivery point. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.**

- 22.2 The amount shall be paid by HLL in Indian Rupees.
- 22.3 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.
- 22.4 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL

## 22. DELIVERY TERMS

Entire items in the PO in full quantity need to be delivered at Different Hospital Locations in the Districts of Himachal Pradesh, within 72 Hours from the time of placement of PO. Any delay beyond the stipulated time of 72 Hrs will result in cancellation of the PO.

## 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 Indent / 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 Indent / Purchase order shall be short-closed and the Performance Bank Guarantee/ Security deposit 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. Levying of penalty shall be on a case to case basis.
- 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 / Purchase order, the Purchaser shall without prejudice to its other remedies under the Contract, cancel the order and forfeit the Security Deposit received from 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.
- 23.4 If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security / Security Deposit 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. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

### **25A. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

## **26. INSPECTION AND TESTS**

- 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 9

## **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. PARALLEL RATE CONTRACTS:**

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

The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

## **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. 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 Different Hospital Locations in the Districts of Himachal Pradesh, 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 by sending email to [sdrbdsouth@lifecarehll.com](mailto:sdrbdsouth@lifecarehll.com).
- 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, in the manner and to the extent indicated in GIB Clause 35.3 and in the technical specifications:  
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to Different Hospital Locations in the Districts of Himachal Pradesh.
- 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 Different Hospital Locations in the Districts of Himachal Pradesh.
- 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. 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.

### **40. 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.
- 41. 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 bid validity period.**

#### **42. 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.

#### **43. AWARD CRITERIA**

The Purchaser will enter into an agreement with the successful bidders who is lowest bidder for each quoted item as per annexure 04 and 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.

#### **44. NOTIFICATION OF AWARD**

- 45.** 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. 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 Notification of award/Letter of Indent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.

#### **46. TERMINATION**

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

#### **47. 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.

#### **48. 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.

## **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**

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**

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**

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**

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.

**There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.**

## **SECTION - 1**

### **Technical Specification (TS)**

#### **1. Technical Specification of NIV masks Non-Vented: -**

- Non-vented full-face mask
- Full-face mask designed to offer performance for long-term use in hospital. It should be comfortable, easy to use, and aims at providing a secure, stable seal to support patient ventilator synchrony and effective ventilation. It is intended for use with active exhaust ventilator systems.

#### **2. Technical Specification of NRM masks:-**

- Material - Made from standard of PVC.
- With head strap and adjustable nose clip.
- The star lumen tubing
- Oxygen bag
- Length of tube: 2 mtr
- Color - green or transparent
- Size - adult

#### **3. Technical Specification of Venti Masks:-**

- Should have variable venturi system to ensure accurate or predicted concentration of oxygen with single unit.
- Should have transparent air entrainment mask with soft anatomical form with easily adjustable elastic strap.
- Should have specially designed connector has entrainment ports that are adjustable to allow regulation of the concentration of oxygen administered.
- Should have wide, adjustable strap for proper positioning of mask on the nasal area.
- Should have rotating type connector for patient's comfort.
- Should have unique spring loaded mechanism locks prescribed concentration in place ensuring safety and correct oxygen concentrations.
- Should have 2-meter multichannel tube provided, ensures continuous flow of oxygen
- Should have individually packed
- Size - adult

#### **4. Technical Specification of Ventilatory Circuits: -**

- Should have collapsible tube breathing system for mechanical ventilation that provides easy storage and handling.
- Should have light weight system with lower resistance to flow.
- Should have adjustable length with reduced compressible volume.
- Should have standard connectors for secure fitment.
- Should have patient elbow connection with luer port.
- Should have Double Water Trap and extra Limb.
- Should have excellent drainage to max. moisture collection.

#### **5. Technical Specification of Bacterial filters: -**

- Should have Bacterial efficiency 99.9992%; viral efficiency 99.990%



- Should have Dead space is 45.9 mL
- Should have Flow resistance approximately 1.8 cm H<sub>2</sub>O at 60 LPM
- Should have Individually packaged

#### **6. Technical Specification of HME filters:-**

- Should have passive humidification systems that retain heat and moisture from the patient's exhaled gas.
- Should have effective protection against various types of particles including bacteria, viruses, and moisture droplets.
- Should have efficiency electrostatic filters to address concerns associated with ventilated patients.
- Should have help protect the patient, the equipment, and the breathing circuit from any kind of contamination.
- Should have enhances particle capture efficiency and gives a low and stable breathing resistance even when in wet condition.
- Should have conveniently located port or connection permits gas sampling at the top of the housing.

#### **7. Technical Specification of High flow nasal cannula:-**

- Should have soft Touch Tubing flexible and gentle on the ears and face, minimising friction and pressure on delicate tissues.
- Should have Adjustable Slider secure and comfortable fitting without the need for a head or neck strap.
- Should have Sizing Guide quickly and easily select the correct size for each patient using the individual sizing guide.
- Should have patient type Colour coded range of seven cannula sizes provides an excellent match to the individual needs of all patient groups, from premature babies through to adults.
- Should have adaptor provides a secure connection to both 22mm and 15mm respiratory limbs.
- Should have Soft Prongs anatomically curved, large bore nasal prongs minimise any jet effect and improve patient comfort even at high flow rates.

#### **8. Technical Specification of Catheter mount with suction port: -**

- Should be available in standard corrugated. expandable Flexi-Lock or Smoothbore tubing, and a range of diameters and lengths for total flexibility
- The upper cap features a port with a seal for the insertion of a fibre optic scope. The airtight seal prevents any loss of pressure from the system. maintaining ventilator during the procedure.
- The lower cap fits with a snap fit and, when open. the port is used for suctioning. The large 9.5mm diameter provides unrestricted access for suction catheters.
- Either port is easily opened and closed with one hand, meaning the other hand can be used to insert the scope or catheter. making it a quick and easy single person procedure.

#### **9. Technical Specification of Dead Body Bags: -**

- Should have Dimensions of Bag- 36 inch X 90 Inch
- Fabric should have Polypropylene Spun bound

- GSM should have 120 GSM
- Should have Weight Bearing Capacity-125 Kgs
- Should have Fabric Tested as per ISI standards
- Should have Impermeable and leak Proof
- Should have Air Sealed with 2/6 Grips
- Should have Square Shape with Zip
- Color- Black /White

### **10. Technical Specification of PPE Kit: -**

**PPE Kit Specifications DRDO/SITRA APPROVED – The Kit shall consist of the following items which are to be supplied together.**

<b>Sr. No</b>	<b>Item Name</b>	<b>Specification</b>
1	Cover All	<p>Coverall With Breathable fabric Tyvek of 70 GSM resistant to bacterial and viral penetration with boot legging</p> <ol style="list-style-type: none"> <li>Avoid culturally unacceptable colours e.g. black</li> <li>Light colours are preferable to better detect possible contamination</li> <li>Penetration test at SITRA, Coimbatore/OFB.</li> <li>Coverall shall be designed to be universal Fit Coverall shall have in built Hood Cap Zipper of the coverall shall be covered with a flap to avoid accumulation of microbes</li> <li>Soft Elastic to be fitted around Front of hood, wrists &amp; ankles</li> </ol>
2	Face Sheild	<ol style="list-style-type: none"> <li>Made of clear plastic and provides good visibility to both the wearer and the patient</li> <li>Adjustable band to attach firmly around the head and fit snugly against the forehead</li> <li>Fog resistant (preferable)</li> <li>Completely covers the sides and length of the face</li> <li>May be re-usable (made of material which can be cleaned and disinfected) or disposable</li> </ol> <p>Quality compliant with the below standards, or equivalent: a. EU standard directive 86/686/EEC, EN 166/2002 b. ANSI/SEA Z87.1-2010</p>
3	Goggle	<ol style="list-style-type: none"> <li>With transparent glasses, Zero power, well fitting, covered from all sides with elastic band or adjustable holder.</li> <li>Good seal with the skin of the face.</li> <li>Flexible frame to easily fit all face contours without too much pressure.</li> <li>Covers the eyes and surrounding areas and accommodates for prescription glasses.</li> <li>Fog and scratch resistant</li> <li>Adjustable band to secure firmly so as not become loose during clinical activity</li> <li>Indirect venting to reduce fogging.</li> <li>May be reusable or disposable Quality compliant with the below standards, or equivalent:</li> <li>EU standard directive 66/686/EEC,</li> </ol>

		x. EN 166/2002— ANS/SEA Z87.1-2010
4	Shoe Cover	* Made up of the same fabric as of coverall *Should cover the entire shoe and reach above ankles
5	Buffet Cap	*.Made up of the Non Woven Fabric SMS or SMMS *Design should accommodate and completely cover all hair type, fitting elastic only *Cap Material should be 30-45 GSM * Colours are preferable Blue or Green *Compile with EU standard directive 93/42/EEC Class I for product classification & ISO 13485 & 2001 FOR Quality certificate
6	Nitrile Glove Size M & L	Nitrile * Non-sterile * Powder free * Outer gloves preferably reach mid-forearm (minimum 290 mm total length) * Different sizes (6.5♣ & 7) Quality compliant with the below standards, or equivalent: ♣ a. EU standard directive 93/42/EEC Class I, EN 455 b. EU standard directive 89/686/EEC Category III, EN 374 c. ANSI/SEA 105-2011 d. ASTM D6319-10
7	N-95 Mask	1. Shape that will not collapse easily and provided with adjustable elastic. 2. Mask should provided with adjustable nose pin made aluminum and with nose foam 3. Mask should be five layered & have high filtration efficiency of 95% or more against particulate aerosol of 0.3 micron certified by BIS or any Govt testing laboratories. 4. Mask should be disposable and be able to fit for wide range of face sizes. 5. Quality Compliant with BIS , ASTM F 1862, ISO 22601 or equivalent

### **11. Technical Specification of Sterile Gloves:-**

- Should be made from Natural Rubber Latex, Anatomic Shaped, Curved fingers, Beaded Cuff.
- Should have quality of gloves should be as per IS-13422, ASTM-D-3577, EN-455 (Part 1,2,3).
- Should have inner surface of glove must be Micro Rough textured.
- Should have lightly Powdered with modified bio absorbable Corn Starch powder only.
- Should have in house Sterilized with ETO as per ISO11135
- Should have ASTM-F-1671, AQL 1.5, Latex Protein Content <150ugm/dm<sup>2</sup>.
- Should have thickness of Gloves should be minimum 0.14 mm (Cuff), 0.17mm (Palm) & 0.19 mm (finger), Packed in good quality inner wallet & outer Pouch.
- Pack should be stamped for 'Hospital Supply Only.'
- Manufacturer should have registered with USFDA

### **12. Technical Specification of Pulse Oximeter: -**

- 2 Color OLED/LED Display
- Display SPO<sub>2</sub>. PR. PI. SPO<sub>2</sub> waveform (Piece or Line)
- Display Signal Strength
- Four Display, Modes Convenient to overview the data

- Low voltage indicator, Low power Consumption
- 2 AAA Alkaline Battery
- Light, Attractive, Compact
- 57(L) X 3 I (W) X 32(H) mm About 50g (With the batteries)
- Warranty for 1 years

SELF - DECLARATION

**Tender: Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh.**

**Tender No. HLL/SD/RBD/2021-22/TENDER/04**

To,  
Deputy General Manager (SD-RBD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 242 / 272 / 273)  
Website – www.lifecarehll.com

Dear Sir,

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

Also certify that the quoted products possess relevant & valid ISO/BIS/CE (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all the offered products .

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

We hereby declare that the facts furnished for the purpose of this tender are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the tenderer.

Date:  
Place:

Signature:  
Name:  
Designation:  
Seal:

**BID FORM**

**Annexure-02**

Ref:

Date:

To,

Deputy General Manager (SD-RBD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 242 / 272 / 273)  
Website – www.lifecarehll.com

Dear Sir,

**Tender: Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh.**

**Tender No. HLL/SD/RBD/2021-22/TENDER/04**

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 Supply of Consumables, Disposables and Surgical Items to Different Hospital Locations in the Districts of Himachal Pradesh

The costs of withdrawals of these deviations / exclusions are enclosed with the Price Schedule. In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

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

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 Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh.**

**Tender No. HLL/SD/RBD/2021-22/TENDER/04**

To,  
Deputy General Manager (SD-RBD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 242 / 272 / 273)  
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 Different Hospital Locations in the Districts of Himachal Pradesh free of cost within 30 days.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation and Common Seal  
Station \_\_\_\_\_  
Date \_\_\_\_\_



**PRODUCT LIST**

**TENDER No – HLL/SD/RBD/2021-22/TENDER/04**

<b>SL NO</b>	<b>COMPOSITION / PRODUCT DETAILS</b>	<b>Quantity (nos)</b>
1	NIV masks Non Vented	2000
2	NRM masks	40000
3	Venti masks	40000
4	Ventilatory Circuits	15000
5	Bacterial filters	15000
6	HME filters	16000
7	High flow nasal cannula	3000
8	Catheter mount with suction port	8000
9	Dead body bags	5000
10	PPE kits	50000
11	Sterile Gloves	300000
12	Pulse oximeters	10000

**ANNEXURE – 5**

<b>Packing Material Specification</b>	
BABY CARTON	350Gsm foreign art card with 4 Colour printing, single side printing, Tuck in flap system, finishing with outer gloss lamination with dye punching and pasting
DISPLAY CARTON	350Gsm ITC saffaire graphic 4 Colour printing, single side printing, Tuck in flap system with locked bottom, finishing with outer gloss lamination with dye punching and pasting
MASTER CARTON (CORRUGATED BOX)	Narrow Flute 7 Ply Corrugated Card Board Box Total Gsm = >1147 inner & outer ply virgin kraft paper of which outer ply to be alkali resistant with bitumen. The box shall be single piece with double stapling using flat wire of MS or GI material as per ISI 10066, 1981. Gsm: - (outer Line bituminised) 160, Inner lining 120x3 flute= 150x3 (@35% extra for 3 ply corrugating). Direction of flute: Vertical, nature of flute: Narrow. Punch Resistance - Not less than 45deg. C 0Zs per tear inch. Bursting strength: 18 kg/cm <sup>2</sup> (min.) (bursting factor not less than 20, Gum -Nature: Starch Based.).
ALUMINIUM FOIL	Thickness- 0.021mm to 0.022 mm (21 to 22 micron), Gsm - 59 (54 to 56 aluminium + HSL 3 min.)
PVC/PVDC	Food Grade Thermo formable transparent blister foil. Thickness= 0.35 mm max. Gsm= 320 to 330, Sealing= Proper sealing, PVC= Non Toxic - PVC food grade, Yield= 3.125 to 3.03 mt <sup>2</sup> / kg
LEAFLET	Maplitho Deluxe Paper Of 70 Gsm Min. Two Folds Printed In Single Colour (Black)

**SPECIMEN LABEL FOR OUTER CARTON**

**Product Name:**

**Batch No. :**

**Mfg. Date:**

**Exp. Date:**

**Total Quantity:**

**Net Weight of the Carton:**

**Manufactured By:**

## 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**

<b>SI No</b>	<b>Description of Items</b>	<b>Qty Required (nos)</b>	<b>Make or Model</b>	<b>Manufacturer</b>	<b>ISO/BIS/CE (YES/NO)</b>	<b>Manufactured in India (yes / no)</b>
1						
2						
3						
4						
5						
6						
7						

**Category details of organization**

<b>SL No.</b>	<b>Description</b>	<b>Yes/No</b>
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 09**

To,  
Deputy General Manager (SD-RBD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 242 / 272 / 273)  
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...

**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 11**

**CHECK LIST**

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
3	Duly attested copies of factory license/ manufacturing license/ Industrial license along with product list, sales tax registration.			
5	Documentary evidence for establishing relevant & valid ISO/BIS/CE (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all the offered products.			
6	Copy of Udyog Aadhaar, in case of MSME bidders			
7	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
9	Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e. 2018-2019, 2019-20 and 2020-21. In case of Authorized agents they must submit the documentary proof for minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-21 is Rs. 1 crore (Rupees One crore only). and documentary proof for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted If an Original Manufacture is participating in the tender but wishes to make the supplies through its authorised agent, the manufacturer has to ensure that the authorised minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-21 (original / provisional) is Rs. 10 crore (Rupees Ten crore only) and documentary proof for the same has to be attached			
10	Copy of Recent Non conviction certificate (self certified)			
11	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
12	Authorization letter from manufacturer (Self-attested Copy).			
13	Annexue 1 - Self Declaration			
14	Annexure 2 - Bid Form			

15	Annexure 3 - Under taking letter for replacement of complaint/defective goods			
16	Annexure 4- Product List			
17	Annexure 6 - Manufacture Authorization Form			
18	Annexure 7 - List of Quoted Product			
19	Annexure 8 - Category details of Organization			
20	Annexure 9 - Indemnity Certificate			
21	Annexure 10 - Performance Bank Guarantee Format			
22	Annexure 11 - Check List			
23	Annexure 12 - Bid Securing Declaration			
24	Copy of PAN Card & GSTN details			
25	Documentary proof for establishing that the products offered are meeting the technical specifications mentioned in Section 1			

**BID SECURING DECLARATION**

**Tender: Supply of Consumables, Disposables and Surgical Items against the requirement from Government of Himachal Pradesh**

**Tender No. HLL/SD/RBD/2021-22/TENDER/04**

To,  
Deputy General Manager (SD-RBD)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949 (EXTN 242 / 272 / 273)  
Website – www.lifecarehll.com

Dear Sir,

We hereby confirm that, if we, M/s ..... withdraw or modify our bids pertaining to the tender (Tender Number and Date) ..... during the period of validity, or if we are awarded the contract and fail to sign the contract, or fail to deliver the items as per the requirements or fail to submit a performance security before the deadline defined in the tender document, will be suspended for the period of time as per the discretion of the tenderer.

Signature

Name

Designation and Common Seal

Station

Date

**APPENDIX**

**Restrictions under Rule 144 (xi) of the GFR, 2017**

**Annex III**

**Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

**Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

**Model Certificate for Tenders**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*





*Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

**Model Certificate for GeM:**

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”*

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