

**NATIONAL COMPETITIVE BIDDING (RATE CONTRACT)**

**FOR SUPPLY OF**

**Bacillus thuringiensis var israelensis (Bti) (AS)  
or**

**Bacillus thuringiensis var israelensis (Bti) (WP)**

**(Tender No.HLL/PCD/MCD-05/14-15/BTI)**

**UNDER**

**South Delhi Municipal Corporation (SDMC)  
and**

**North Delhi Municipal Corporation (NDMC)**



**HLL LIFECARE LIMITED**

**Innovating for Healthy Generations**

**PROCUREMENT & CONSULTANCY SERVICES DIVISION**

**B-14A, SECTOR 62,**

**NOIDA 201 307**

**PHONE: 0120-4071500**

**FAX : 0120-4071513/4071579**

**Email:pcd@lifecarehll.com**

**Website: www.lifecarehll.com**

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**SECTION I**

**INVITATION FOR BIDS (IFB)**

**South Delhi Municipal Corporation (SDMC)**  
**and**  
**North Delhi Municipal Corporation (NDMC), NCT of Delhi**

**INVITATION FOR BIDS (IFB)**

1. South Delhi Municipal Corporation(SDMC) and North Delhi Municipal Corporation(NDMC), intends to finalize rate and agency for the products/ items mentioned below for a period of one year through Procurement and Consultancy Services Division of M/s HLL LIFECARE LTD (HLL), Noida.

**Date** : 24.11.2014

**IFB No.** : HLL/PCD/MCD-04/14-15

2. Accordingly, this is a rate contract tender for finalization of the rate and selection of agency for the products/ items mentioned in Schedule of Requirements (SOR) of respective tender enquiries. The rate and agency shall be valid for one year from the date of issue of Letter of Award (LoA). The requirement of goods/stores indicated below is only approximate quantity required for one year. Supply orders will be placed based on the requirements of SDMC/NDMC within the validity of rate contract at rate and terms& condition finalized.

**Tender No.** : HLL/PCD/MCD-05/14-15/BTI

| <b>Brief description Of item</b>   | <b>Approximate Required Quantity</b>        | <b>Bid Security (in Rupees)</b> |
|--|---|---------------------------------|
| Bacillus thuringiensis_var israelensis_(Bti)(AS) (For polluted water)<br>OR<br>Bacillus thuringiensis_var israelensis_(Bti)(WP) (For polluted water) | 1,91,200 Litres<br>OR<br>2,39,000 Kilograms | 91,34,000/-                     |

3. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of the **HEAD (P&CD), HLL Lifecare Limited, B-14A, Sector-62, Noida - 201 307, U.P., India**. A complete set of bidding documents may be purchased by any interested eligible Bidder on the submission of a written application. The bidding document may be obtained from the office of the HEAD (P&CD) during office hours namely, from 10.00 Hrs. to 16.00 Hrs. (IST) on all working days either in person or by post at the address mentioned in "clause (g)".

- |  |  |
|--|--|
| <b>(a)</b> Price of bidding document (Tender fee)                      | <b>:Rs. 2000.00</b>  |
| <b>(b)</b> Date of commencement of sale of bidding Document            | <b>:26.11.2014</b>   |
| <b>(c)</b> Date of Pre-Bid Conference                                  | <b>:11.00 Hrs. on 01.12.2014</b>   |
| <b>(d)</b> Last date for sale of bidding document                      | <b>:23.12..2014</b>  |
| <b>(e)</b> Last date and time (IST) for receipt of bids                | <b>:14.00 Hrs on 24.12.2014</b>  |
| <b>(f)</b> Time (IST) and date of opening of bids                      | <b>:14.30 Hrs on 24.12.2014</b>  |
| <b>(g)</b> Address for communication, receipt and place of bid opening | <b>:HLL Lifecare Limited,<br/>B-14A, Sector- 62,<br/>Noida - 201 307, India.<br/>Phone: 0120 -4071500<br/>Tele/Fax: 0120-4071579</b> |

All bids must be accompanied by a bid security as specified in the bid document.

The completed bids must be received at the office of the **HEAD (P&CD), HLL Lifecare Limited, B-14A, Sector- 62, Noida - 201 307, U.P., India** only, on or before time and date given above. It will be sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before specified date & time mentioned. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Para 3 above.

In the event of the last date specified for bid receipt and date of bid opening being declared as a closed holiday for purchaser's office, the last date for submission of bids and date of opening of bids will be the following working day at the appointed times.

4. The purchaser reserves the right to give price preference to Small Scale Industry (SSI) units as per the government instruction in vogue.
5. The bid documents are non transferable.
6. Bid document may also be downloaded from website of HLL Lifecare Ltd ([www.lifecarehll.com](http://www.lifecarehll.com)) or CPP Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)). If that be the case, the price of the bid document i.e. Rs. 2000/- shall be enclosed along with the bid by way of a D.D. in favour of HLL Lifecare Limited payable at New Delhi. Bidders are requested to frequently visit the aforesaid websites for any amendment(s) for the subject Tender.
7. The Bidders who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals (DGS&D) or with National Small Scale Industries Corporation (NSIC) for the specific goods/stores as per tender enquiry specification shall be eligible for exemption as per the govt. rules prevailing on date of bid opening for the payment of the Tender Fee & the Bid Security/Earnest Money Deposit. Vague stipulations in the Registration Certificate such as "to customer's specifications" etc. will not be acceptable for exemption from payment of Tender Fees or Bid Security. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
8. All prospective bidders may attend the pre-bid conference. The venue, date & time is indicated in para3 above. The persons coming to attend prebid conference should bring authority letter from their organisation on whose behalf they are attending the prebid conference.
9. The purchaser reserves the right to accept or reject a bid either in part or in full without assigning any reason.

**HEAD (P&CD)**

**HLL Lifecare Limited,  
B-14A, Sector- 62,  
Noida- 201 307, India.  
Phone: 0120 – 4071500  
Tele/Fax: 0120-4071513  
Email: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)**

**SECTION II**

**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS (ITB)**

This bid documents should be read in conjunction with the Press Tender Notice/IFB No. HLL/PCD/MCD-03/14-15dated 24.11.2014 and all clauses to be read in conjunction with any other instruction given elsewhere in this document, on the same subject matter of the clause.

### **1. CONTENT OF BIDDING DOCUMENTS:**

1.1 The Goods / stores required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes

- (i) Section I (IFB)
- (ii) Section II (ITB)
- (iii) Section III (GCC)
- (iv) Section IV (SCC)
- (v) Section V (Schedule of Requirements)
- (vi) Section VI (Technical Specifications)
- (vii) Section VII (Qualification Criteria)
- (viii) Section VIII containing various standardized forms/formats as stated in Sections II to VII (proforma for performance statement, Consignee receipt certificate, Manufacturer's Authorization Forms, Bid form, Price schedule, Contract Form, proforma for Bank Guarantee for bid security, Proforma for Bank Guarantee for performance security, Proforma B, Certificate for not being de-registered / debarred/ black listed)
- (ix) Section IX (consignee list)

1.2 The Bidders are expected to examine all instructions, terms, specification etc. in the Bidding Documents. Failure to furnish information as required in the Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and **may result in rejection of its Bid.**

### **1.3 COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and HLL LIFECARE LIMITED (HLL) (Procurement Agent) for and on behalf of SDMC & NDMC, hereinafter referred to as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **2. CLARIFICATION IN BIDDING DOCUMENTS:**

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 15 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without



identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

**3. AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the dead line of Submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 3.2 The amendment(s) to Bid Document will be notified on the websites followed by Courier or e-mail to all prospective Bidders. However, it is responsibility of the Bidders to frequently visit the aforesaid websites for any amendment(s) for this Tender.
- 3.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.
- 3.4 A pre bid conference will be held with the prospective bidders on the date, time & venue mentioned in IFB. The authorized representative of prospective bidders, who choose to attend such pre-bid conference, may do so. The pre bid conference is intended to furnish all clarification, if required by the bidders, so as to ensure their participation in the bidding process without any doubt and obstacles.

**4. LANGUAGE OF BID:**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

**5. DOCUMENTS COMPRISING THE BID:**

The two part Bid, that is, **Techno-commercial/ Technical bid** and **Price bid**, prepared by the Bidder shall comprise of the following:

a) **Techno-commercial/ Technical Bid (un-priced Bid):**

This should interalia include the following on an index page with page mark referenced separately against each Sl. Nos. given below for easy identification (for this purpose, the entire bid must be page marked) :

- i) Bid security furnished in accordance with Clause 9.
- ii) Price Schedule with details of items quoted (without indicating any price).
- iii) Statement of Deviations parameter wise from Tendered Commercial conditions, if any (Please state 'Nil' if there is no deviation in commercial conditions)
- iv) Statement of Deviations, parameter wise from tendered Technical specifications, if any (Please refer to Technical Specification in Section VI).
- v) Authority Letter/ certificate from manufacturer (Please refer to Qualification Criteria in Section VII)
- vi) Bidders to indicate Name and Address of their Bankers;

- vii) Photocopy of their audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three years duly attested by Chartered Accountant;
- viii) Documentary evidence in accordance with Clause 7 that the Bidder is qualified to perform the contract if it's Bid is accepted.
- ix) Documentary evidence established in accordance with Clause 8 that the Goods/ Stores and Ancillary to be supplied by the Bidder are eligible Goods/ stores and Services and conform to the Bidding Documents; and
- x) The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods/ stores to be supplied, a brief description of the goods/ stores, their country of origin, quantity but without the prices.
- xi) The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/ present commitments. The bidder shall also furnish details of goods/ stores and quality control in the enclosed proforma "B".
- xii) The bidder shall furnish a certificate that they have not been deregistered/ debarred/ blacklisted for any product or constituent of the product as per proforma enclosed in section VIII.
- xiii) Current ITCC/PAN may be enclosed along with the bid.
- xiv) The Bidder should furnish a certificate of registration from Central Insecticide Board (CIB) for Bti-WP or Bti-AS (As per the item quoted).
- xv) The bidder must indicate in the Techno-commercial bid specifying the schedule(s) & item(s) for which they have quoted and accordingly they must also furnish bid security appearing in Schedule of Requirement (Section-V of Bid document) specifying individual schedules for which the bid security has been offered & quoted in the price schedule, failing which such bids will be taken as ambiguous and rejected summarily.
- xvi) The documents establishing the bidder's qualification as per the Section VII, Qualification Criteria of the tender document.
- xvii) Solvency certificate for rupees five crores from any Nationalized/Scheduled Bank of India.
- xviii) Performance certificates from the user departments for the items quoted.
- xix) The bidder must certify that the rates quoted by them shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
- xx) **A certificate to the effect that the bidder has understood the terms and conditions of the bid document and has found no ambiguity /hindrance for participation in the bidding process as per proforma enclosed in Section VIII.**

- b) **Price Bid:** The information given at Sl. No.5 (a),(ii) &(x) above should be reproduced but with prices indicated. The prices shall be all inclusive total unit prices as per description given at Clause No.6.

**6. BID PRICE:**

- 6.1 (a) The Price should indicate all inclusive total unit price offered for the item(s)/ Schedule(s) indicating cost of the stores, freight, transit insurance, packing and

forwarding, Sales Tax, Excise duty. The prices are to be kept valid for acceptance up to 90 days from the date of the opening of bids. The unit prices should be firm and fixed throughout the contract period. No other charges in addition will be payable on any account over and above total unit price finalized in contract. The prices should be given both in figures and words. **Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” will render the bid liable for rejection.**

In the event of Letter of Award being issued, HLL shall issue a certificate as per Proforma given in Section VIII certifying that the consignments are meant for free distribution in the country under Anti Malaria Operations of South Delhi Municipal Corporation(SDMC) or North Delhi Municipal Corporation(NDMC) and not for sale, mentioning specific contract no. & date, Name of Supplier. In case such certificate is not acceptable to the concerned authorities, it will be the responsibility of the Supplier to timely apply and obtain necessary Road Permits or Octroi Exemption Certificates etc. from the concerned consignees directly. No benefit, charges or delay on this account shall be admissible to the supplier.

6.1 (b) The rates quoted should be for Free delivery at consignee’s site/ warehouse inclusive of all charges as indicated above.

6.1 (c) **Bid Currency**– The Prices shall be quoted in Indian Rupees.

6.1 (d) Deleted

6.1(e) Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall bring it to knowledge of the purchaser and quote accordingly.

6.2 The purchaser will evaluate bids based on all inclusive total Unit price quoted for the item in question at Consignee’s site basis. Unit price here means equivalent units. Here, 1 ltr. of Bti-AS will be equivalent to 2,39,000/1,91,200 kg of Bti-WP

## **7. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder’s qualifications to perform the contract.

7.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is considered for further scrutiny & evaluation, shall establish to the Purchaser’s satisfaction:

a) Deleted

b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualification criteria stipulated in Section VII, to satisfactorily perform the contract, if awarded. In support of this, data on past performance should be submitted as per proforma of performance certificate in Sec VIII.

c) The determination will also take into account the Bidder’s financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidders as per the performa of performance statement in Sec VIII as well as such other information as in clause 8 or elsewhere as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

7.3 Techno-Commercial Bid and Price Bid should be complete in all respects without any ambiguity. Techno Commercial Bid incomplete in any respect will be rejected without further reference to the bidder and their Price Bid will be returned unopened.

7.4 No conditional tender will be entertained/ considered.

**8. DOCUMENT ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods/ stores and services that the Bidder proposes to supply under the contract.

8.2 The documentary evidence of the Goods/ stores and Services conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of

a) a detailed description of the Goods/ stores essential technical and performance characteristics.

b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods/ stores and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

8.3 Deleted

8.4 If a bidder furnishes wrong and/ or misleading data, approvals/ certifications, statements etc. about the technical acceptability of goods/ stores and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**9. BID SECURITY**

9.1 The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in the Schedule of Requirements, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB. The Bidders who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals (DGS&D) or with National Small Scale Industries Corporation (NSIC) for the specific goods/ stores as per tender enquiry specification shall be eligible for exemption from payment of the Bid Security as per extant Government rules/ Procedures on the subject.

9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.

9.3 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s.HLL LIFECARE LIMITED, payable at New Delhi from a scheduled Bank or Bank Guarantee (in the prescribed proforma given in the Section VIII issued by any of the scheduled banks). When bid security is furnished by the bidder in the prescribed format of Bank Guarantee as per Section VIII of bid document, the validity of Bank Guarantee must be 45 days beyond the validity of bids.

- 9.4 **Any Bid not secured in accordance with para 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the Techno- commercial/ Technical bid & price bid will be treated as invalid.**
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/ returned as promptly as possible after the expiration of the period of Bid Validity prescribed by the purchaser pursuant to clause 10 but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.
- 9.6 The successful Bidder's Bid Security will be discharged/ returned upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
  - (b) Any information furnished in the Performance Statement/ Certificate or user's certificate, if proved to be false or incorrect, the bid security furnished will be forfeited.
- Or
- (c) in the case of a successful Bidder, if the Bidder fails:
    - i) to sign the contract in accordance to Clause 23;
    - ii) to furnish Performance Security in accordance to Clause 24.
    - iii) If the bidder does not accept an error correction pursuant to clause 17.2.
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

**10. PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. **A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable or fax. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its bid.

**11. PREPARATION AND SIGNING OF BID:**

- 11.1 The Bidder shall prepare two stage Two part bids, i.e., (a) Techno-Commercial/ Technical Bid (unpriced) in duplicate and (b) Price Bid in duplicate clearly marked as 'original' and 'copy' and in addition shall enclose bid security in a single separate envelope. In case of discrepancy between the original and copy the original shall govern.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The letter of authorization

shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the Bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**12. SUBMISSION OF BIDS.**

**12.1 SEALING AND MARKING OF BIDS:**

The Bidders shall seal the original and copy of the bids in separate envelopes duly marking the envelopes, separately as (i) Techno-commercial/Technical Bid (original) (unpriced) (ii) Techno-commercial/Technical Bid Copy (unpriced) (iii) Price Bid (original) (iv) Price Bid (Copy) & (v) bid security and all these envelopes enclosed in another sealed outer envelope duly marked.

**12.2 The inner and outer envelopes shall be:**

(a) Addressed to HEAD (P & CD), M/s HLL LIFECARE Ltd, B-14A, Sector- 62,Noida-201 307, India.

(b) Bear (the Project name), the IFB reference, and the words "DO NOT OPEN BEFORE..... (Insert the time and date of bid opening)

- 12.3 If the inner envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

- 12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

- 12.5 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late

**12.6 Telex, Cable or facsimile bids will be rejected.**

**13 DEADLINE FOR SUBMISSION OF BIDS i.e., TECHNO-COMMERCIAL/ TECHNICAL (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

- 13.1 As indicated in the IFB.

- 13.2 Bids sent by post should be preferably sent by Registered Post with Acknowledgement Due. Bids will be opened in the presence of Bidder's representatives who choose to attend. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

- 13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

## **14 LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be returned to the respective bidders unopened immediately after opening of Techno-Commercial Bids.**
- 14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12, a withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 No bid may be modified subsequent to the deadline for submission of bids.
- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7, **besides rejection of the bid.**

## **15. OPENING OF BIDS BY PURCHASER;**

- 15.1 The Purchaser will open the Techno-commercial/ Technical bid only, in the presence of Bidder's representatives who choose to attend, in HLL Lifecare Ltd. office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of Authority from their principals to attend the Bid opening.
- 15.2 The Bidder's names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial/ Technical bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders. Price bids of others will be returned to them unopened.
- 15.4 **Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances.** Withdrawn bids shall be returned unopened to the bidders.

## **16. Clarification of Bids:**

- 16.1 If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the

bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**17. PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis:-If there is a discrepancy between the unit prices and the total unit price that is obtained by adding up price components of unit prices as mentioned in the price schedule, the add-up total unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 Deleted
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 25), Bid Security (Clause 9 of ITB) Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24), will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 17.4.1 The following are some of the important aspects, for which a Bid shall be declared non-responsive and will be summarily ignored;
- (i) Bid form as per Section VIII (signed and stamped) not enclosed
  - (ii) Bid is unsigned.
  - (iii) Bid validity is shorter than the required period.
  - (iv) Required EMD/ Bid Security have not been provided.
  - (v) Deleted
  - (vi) Bidder has not agreed to give the required performance security.
  - (vii) Goods/ stores offered are not meeting the tender enquiry specification.
  - (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, Terms of delivery, Delivery period clause, dispute resolution mechanism, applicable law & Jurisdiction (Clause 26 of GCC).
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Bidders who stand deregistered/ banned/ blacklisted by any Govt. Authorities.
  - (xi) Bidder is not eligible as per ITB Clauses 7.
  - (xii) Deleted.
  - (xiii) Deleted
  - xiv) Bids do not meet the qualification criteria as prescribed in Section VII of Bid Enquiry document.
  - (xv) Deleted
- 17.5 If a bid is not substantially responsive, it will be rejected by the purchaser.**



**18. EVALUATION AND COMPARISON OF BIDS:**

The Purchaser will evaluate and compare the Bids on the basis of techno commercial / technical evaluations followed by price bid evaluation as per Clause 6.2.

**19. CONTACTING THE PURCHASER:**

19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

19.2 **Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.**

**20. AWARD OF CONTRACT:**

**20.1 AWARD CRITERIA**

Subject to Clause 22, the successful Bidder, whose Bid has been determined to be techno-commercially/ technically acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. Deleted

**22. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

**The Purchaser reserves the right to accept or to reject any Bid and annul the Bidding process or to 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 on the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.**

**23. LETTER OF AWARD (LoA) AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid Validity, the Purchaser will notify the successful Bidder by registered post/ Fax/ Courier that its Bid has been accepted followed by enclosing detailed LoA/Contract Form in duplicate. This will be deemed to be a contract and date of the contract shall be the date of LoA. The rate contract shall be valid for one year from the date of issue of LoA, keeping the unit price, agency and other terms and conditions of the LoA fixed during the same tenure. During this period the consultant shall place supply orders for and on behalf of the purchaser/ client i.e. SDMC/ NDMC based on purchaser's requirement, as and when required.

23.2 Upon the successful Bidder's returning back one copy of the LoA within 7 days duly stamped and signed as token of acceptance of the order on the laid out terms and conditions and also furnishing Performance Security i.e., Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9 and Clause 24, and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5.

23.3 The successful bidder will have to execute a formal contract with HLL within two weeks of issue of LoA in the prescribed Proforma on a non-judicial stamp paper of Rs. 100/- after the issue of Letter of Award.

23.4 The rate contract shall be awarded by the Procurement consultant i.e HLL Lifecare Ltd. and goods procured thereunder shall be through HLL Lifecare Ltd. only.

**24. PERFORMANCE SECURITY:**

- 24.1 The bid security of the successful bidder, if submitted in the form of Crossed account payee demand draft, shall be converted as performance security.

Successful bidder who had submitted bid security in the form of Bank guarantee, shall furnish the Performance Security/ Security Deposit within 10 days of the date of LoA under Clause 23.1 for equivalent amount (same amount as for bid security) in the form of Crossed account payee demand draft drawn in favor of HLL Lifecare Ltd, payable at New Delhi or Bank Guarantees (in the prescribed Proforma given in the Section VIII issued by any of the scheduled banks).

The performance security should be valid upto 5/6<sup>th</sup> of the shelf life of the final supply made under the Letter of Award. However, initially the performance security shall be valid upto 36 months from the date of LoA.

- 24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest Bidder or call for new Bids.

**25. LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the Goods/ stores. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods/ stores & Services shall be entertained after the Bid is accepted by the Purchaser.

**26 CORRUPT OR FRAUDULENT PRACTICES**

- 26.1 Bidders/ Suppliers/Contractors are required to observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, the Purchaser

(a) defines for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the purchaser of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Bidder recommend for award has engaged in corrupt or fraudulent practices in competing for contract in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

**SECTION III**

GENERAL CONDITIONS OF CONTRACT (GCC)

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated:
- a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein AND INCLUDES THE Instructions to Bidders (ITB).
  - b) "The Contract Unit Price / All inclusive total Unit Price" means the Unit price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
  - c) "The Goods/ stores" means all of the 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/ stores, such as transportation and insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
  - e) "The Purchaser" means the organization purchasing the Goods /stores i.e. South Delhi Municipal Corporation (SDMC) and North Delhi Municipal Corporation (NDMC).
  - f) Procurement consultant means HLL Lifecare Ltd.
  - g) "The Supplier" means the individual or firm supplying the Goods/ stores and services under this contract and includes its successors or assignees; and
  - h) "Consignee" means the In charge of SDMC and NDMC warehouse where the Goods/ stores are required to be delivered.

### **2. APPLICATION:**

- 2.1 The General "Conditions" shall apply to the extent they are not superseded by provisions in other parts of the contract.

### **3. STANDARDS**

- 3.1 The Goods/ stores supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Good's country of origin and such standards shall be the latest issued by the concerned institution.

### **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 there with, to any person other than a person employed by the Supplier in the 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 documents or information enumerated in clause 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in 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. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of Intellectual Property Rights, including patents, trade mark, or industrial design rights arising from use of the Goods/ stores or any part thereof in the purchaser's country.

## **6. PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 10 days of Letter of Award, the supplier shall furnish performance Security to the Purchaser for the amount and validity as specified in ITB Clause 24.1.
- 6.2 The Performance Security as deposited by the Supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the Supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the period stated in clause 6.3.
- 6.3 The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/ Supplier duly performs and completes the contract in all respects and presents an absolute No- Demand Certificate.
- 6.4 In the event of any contract amendment, the supplier shall within 15 days of such amendment furnish the amendment to the performance security rendering the same valid for the contract as amended.

## **7. INSPECTION AND TESTS**

- 7.1 The Purchaser or its representatives including consignees shall have the right to inspect and/or to test the Goods/ stores to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods/ stores to which it applies. The purchaser may notify the Supplier in writing of the identity of any representatives retained for these purposes, if any.
- 7.2 The inspections and tests may be conducted on the premises/ godowns of the Supplier prior to dispatch of Goods/ stores or at point of delivery and/or at the Good's final destination. When conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Consequence of rejection-

If the stores being rejected by the inspector or consignee at the supplier's premises or at consignee site and the supplier fails to make satisfactory supplies/offer for inspection within the stipulated period of delivery the purchaser shall be at liberty to –

- i) require the supplier to replace the rejected stores forthwith but in any event of later than a period of 10 days from the date of rejection and the supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
- ii) purchase the quantity of the stores rejected or stores of similar description without notice to the supplier at his risk and cost and without affecting the supplier's liability as regards to the supply of any further installment due under the contract, or
- iii) Cancel the contract and purchase the store of the similar description at the risk and cost of the supplier. In the event of action being taken under sub clause (ii) above or this sub clause the provisions of GCC clause 15 shall apply as far as applicable.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods/ stores after the Good's delivery to the Consignee shall in no way be limited or waived by reason of the Goods/ stores having previously been inspected, tested and passed by the Purchaser or its representative prior to the Good's shipment.

7.5 Nothing in clause 7 shall in any way release the Supplier from any warranty or other obligations under this contract.

7.6 Deleted

7.7 The following inspection and sampling procedure shall be followed by the Purchaser or his representative while Inspection is carried out at Manufacturer's premises / warehouse.

- a) The entire quantity against each item of the Contract should be offered for Inspection and sampling preferably in one lot and in no case exceeding two lots.

The manufacturer shall furnish at the time inspection to the inspecting authority's authorized representative(s) the following documents:-

- i. Valid manufacturing license.
- ii. Valid CIB Registration for the product.
- iii. Packing list containing batch details of item to be supplied.
- iv. Quality Test Certificate for incoming raw materials.
- v. Batch manufacturing record.
- vi. Internal Quality Assurance report for each batch.
- vii. Batch release certificate.

- b) Three sets of samples of required quantity shall be drawn at random from each batch of product offered for inspection by the Purchaser's inspector at manufacturer's premises and sealed before dispatch.

- c) One set of sealed samples will be sent to a Government approved independent laboratory selected by the Purchaser for conducting the required test as per specifications and give a report within 3 weeks to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector of Procurement Agency.

- d) The sample retained with manufacturer & inspector will be retained till the end of the shelf life of the item.
- e) Inspection note will be issued by the inspecting authority of Procurement Agency on the basis of test report, accepting or rejecting the batch as the case may be. The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- f) The Bio-Larvicide {Offered product Bti (AS)/Bti (WP)} will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.
- g) The samples drawn from each batch at the time of sampling have to be replenished by the supplier from the respective batches at no extra cost to the Purchaser.

## **8. PACKING**

- 8.1 The Supplier shall provide such packing of the goods/ stores 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 temperature, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the Goods/ stores final destination and the absence of heavy handling facilities at all points in transit. All primary packaging containers which come in contact with the Goods/ stores content shall strictly conform to the specifications included in the relevant standards to protect the quality and integrity of the goods/ stores.
- 8.2 The packing, marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification.  
Each package shall contain:
  - a) A packaging note quoting the name of the Purchaser
  - b) The number and date of order
  - c) Nomenclature of the goods/ stores
  - d) Schedule of parts for each complete equipment giving part number with reference to assembly.
- 8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods/ stores due to faulty protective & Insecure packing and shall arrange for prompt replacement.
- 8.4 In addition to the above, the packing and marking will be complied as indicated in schedule of requirement and technical specifications.

## **9. DELIVERY**

- 9.1 Delivery of the Goods/ stores shall be made by the Supplier within the period stipulated in the Schedule of Requirements and consequently stipulated in the resultant Award/ contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of contract and the delivery must be completed not later than the date(s) as specified in the contract.



- 9.2 Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of shipment including contract number, Railway Receipt/Lorry Receipt/Goods Receipt number and date, description of Goods/ stores, quantity, consignee etc. The supplier shall dispatch the following documents to the Purchaser with a copy of each of the documents to the insurance company by courier service:
- (i) 3 copies of the supplier's invoice showing a description of the goods/ stores, quantity, unit price, total amount;
  - (ii) Acknowledgement of receipt of Goods/ stores from the consignee(s);
  - (iii) Insurance certificate;
  - (iv) Supplier's/manufacturer's warranty;
  - (v) Inspection certificate issued by the nominated inspection agency and the supplier's/ manufacturer's factory inspection report; and
  - (vi) Certificate of origin.

## **10. INSURANCE**

- 10.1 The Goods/ stores supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site.
- 10.2 For delivery of goods/ stores to site, the insurance shall be obtained by the supplier in an amount equal to 110% of ex-works value of goods/ stores from "Warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, etc. In any event the Goods/ stores are at the suppliers risk until delivery to sites.

## **11. TRANSPORTATION**

To be arranged by the supplier up to consignees end duly insured.

## **12. PAYMENT**

Both for Indian origin goods/ stores and for import origin finished goods/ stores. (To be read in conjunction with clause 6 of ITB.)

- 12.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods/ stores delivered and Services performed and by shipping documents, such Goods/ stores to be duly certified and wherever applicable supported with documentary evidence in support thereof satisfactory installation duly certified by authorized personnel of consignees, shall accompany for release of balance payment.
- 12.2 (i) 90% of the invoice values will be made within 30 days of documentary proof of receipt of the invoiced goods/ stores as per the consignee receipt certificate provided in Section VIII and other documents as in clause 9.2 above.
- (ii) Balance 10% payment will be made with in 120 days of documentary proof of receipt of the invoiced goods/ stores as per the acceptance certificate provided in Section VIII.

**13. PRICES**

- 13.1 Prices charged by the Supplier for Goods/ stores delivered and services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

**14. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 14.1 The time and date specified in the Contract for the delivery of the Goods/ stores shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods/ stores and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default as per GCC clause 16.
- 14.4 If at any time during the performance of the Contract, the Supplier or its sub-Suppliers(s) should encounter conditions impeding timely delivery of the Goods/ stores and performance of the Services, 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, by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.
- 14.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 15 of the General Conditions of Contract, liquidated damages on the goods/ stores and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT or on account of any other tax or duty which may be levied in respect of the goods/ stores and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods/ stores and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/ Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 14.6 The supplier shall not dispatch the goods/ stores after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods/ stores without obtaining an extension, it would be doing so at its own risk and

no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser. In the event the goods/ stores are accepted by the consignee after the expiry of the delivery period, the right of the purchaser to levy liquidated damages on delayed supplies will not be forfeited.

#### **14.7 Passing of Property:**

14.7.1 The property in the goods/ stores shall not pass to the purchaser unless and until the goods/ stores have been delivered to the consignee in accordance with the conditions of the contract.

14.7.2 Unless otherwise agreed, the goods/ stores remain at the supplier's risk until the property therein is transferred to the purchaser.

#### **15. LIQUIDATED DAMAGES**

15.1 Subject to force – majeure events, if the Supplier fails to deliver any or all of the Goods/ Supply Order stores or perform the Services within the time period(s) specified in the Contract/ the Purchaser shall, without prejudice to its other remedies under the Contract, or extended under Clause **14.4**, the Purchaser shall without prejudice to its other remedies under the contract deduct from the respective Supply Orders Price, as Liquidated Damages, a sum equivalent to 0.5 percent of the price of the delayed Goods/ stores or unperformed Services for each week of delay or part thereof until actual delivery or performance(cumulative delay in weeks considering delay in offering for inspection and delay in delivery of goods after issue of inspection note as mentioned in Schedule of Requirement: Section V), up to a maximum deduction of 10 (ten) percent of the respective Supply Orders Price. Once the maximum is reached, the purchaser may consider termination of the contract/ Supply Order.

#### **16. TERMINATION FOR DEFAULT**

16.1 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 in part:

(a) if the Supplier fails to deliver any or all of the Goods/ stores within the time period(s) specified in the Contract or any extension thereof granted by the purchaser pursuant to Clause 14, or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods/ stores or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods/ stores. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **17. FORCE MAJEURE**

17.1 Notwithstanding the provisions of Clause 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for

default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 17.2 For purpose of this clause and clauses 14.3, 15.1 & 17.3 “Force Majeure” means an event beyond the control of the Supplier and not involving the supplier’s fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing 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 reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **18. TERMINATION FOR INSOLVENCY**

- 18.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes a bankrupt or otherwise insolvent (which events shall of themselves be a breach of the Contract on the part of the Supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **19. TERMINATION FOR CONVENIENCE**

- 19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- 19.2 The goods/ stores that are complete and ready for shipment within 30 (thirty) days after the Supplier’s receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods/ stores, the Purchaser may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/ stores and for materials and parts previously procured by the Supplier.

## **20. RESOLUTION OF DISPUTE**

- 20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/ Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to

be the arbitrator by the Chairman and Managing Director of HLL Lifecare Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-)

20.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India).

**21. GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language), as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

**22. APPLICABLE LAW**

22.1 The Contract shall be interpreted in accordance with the prevailing/subsisting laws of Union of India.

**23. NOTICES**

- 23.1 Any notice given by one party to the other pursuant to the contract shall be sent in Writing to the address specified for the purpose in the Special Conditions of Contract.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**24. TAXES AND DUTIES**

24.1 Supplier shall be entirely responsible for all taxes, stamp duties, license fees, Octroi, Road Permits etc. incurred until delivery of the contracted Goods/ stores to the Purchaser.

**25. WARRANTY**

- (i) The supplier warrants that the Goods/ stores supplied under this Contract will have remaining a minimum of five-sixths of the specified shelf life at the time of supply to the consignee, have 'overages' within the ranges set forth in the Technical Specifications and are not subject to recall by the applicable regulatory authority due to unacceptable quality or on adverse reaction, and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the contract. In the event any of the goods/ stores are recalled, the Supplier shall notify the Purchaser within 14 days.
- (ii) This warranty shall remain valid up to shelf life after the Goods/ stores have been delivered to the final destination indicated in the Contract.
- (iii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- (iv) Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective Goods/ stores without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods/ stores once the replacement Goods/ stores have been delivered. In the event of any replacement of defective goods/ stores during warranty period, the warranty for the replaced goods/ stores shall be extended to a further period up to shelf life of the replaced Goods/ stores.

(v) If the Supplier having been notified fails to replace the defective Goods/ stores within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**26. JURISDICTION:**

All disputes arising out of the contract shall (subject to clause 20) be subject to the Jurisdiction of the appropriate court at New Delhi only.

**27. Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

***SECTION IV***

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over the General Conditions of contract.

**1. PERFORMANCE SECURITY**

The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/Supplier duly performs and complete the contract in all respects and presents an absolute No – Demand Certificate.

**2. Deleted**

**3. IMPORTS:**

For Import origin finished goods/ stores quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import / custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**4. QUALIFICATION CRITERIA (QC):**

Bidders must satisfy the minimum requirement of **Qualification Criteria (QC)** as specified in Section VII(For Bti (AS)/ Bti (WP)). In support of this, data on past performance should be submitted as per proforma of performance given in Sec. VIII. (Refer Section – VII & Sec VIII)

**5. PERFORMANCE STATEMENT:**

Bidders should give performance statement for the orders received and executed successfully during last three years prior to date of tender opening (As per format given in Section VIII). It will be considered for compliance to clause of “Qualification Criteria” in Sec VII.

**6. BID FORM:**

Signed Bid Form to be submitted by all bidders as per format attached at Section VIII.

**7. MISCELLANEOUS:**

- a) Bidders have to purchase only one set of bid document for all the item(s)/Schedule(s) under an IFB number. The bidder is free to quote for all or any of the item(s)/ Schedule(s).
- b) While quoting for any Item(s)/ schedule(s), all components and quantities specified in the item/ schedule must be quoted. The Purchaser will evaluate bid on an individual Item/schedule wise basis.
- c) Evaluation will be made on the basis of total all inclusive total unit price value offered of each item(s)/ schedule(s).
- d) The break up of “all inclusive total unit price” on any item/ schedule is also to be furnished in the price offered by bidder.

***SECTION V***

**SCHEDULE OF REQUIREMENTS (SOR)**

## **SCHEDULE OF REQUIREMENTS (SOR)**

| Brief description of item   | Approximate Required Quantity | Bid Security (in Rupees) |
|---|-------------------------------|--------------------------|
| Bacillus thuringiensis var israelensis (Bti)(AS) (For polluted water) | 1,91,200 Litres               | 91,34,000/-              |
| OR  | OR                            |                          |
| Bacillus thuringiensis var israelensis (Bti)(WP) (For polluted water) | 2,39,000 Kilograms            |                          |

Note: -

- 1) All the materials should be well packed in the sizes mentioned in the Technical specifications to avoid any breakage during transit.
- 2) **Terms of Delivery-** Free delivery at the consignees end i.e. freight and all other levies pre paid up to destination at consignees end.
- 3) **Delivery period-**
  - (a) The contractor/supplier shall offer the Goods/ stores mentioned above for inspection within 10 days from the date of issue of supply order.
  - (b) The contractor/ supplier shall deliver the inspected and acceptable Goods/stores within 10 days from the date of issue of inspection note.
- 4) Available shelf life at the time of supply should be 5/6<sup>th</sup> of the CIB approved shelf life.
- 5) Stores should be suitable for storage and use in Delhi.
- 6) Consignee list is as enclosed at Section IX.

***SECTION VI***

**TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

1. **Stores Required** :  
**Bacillus thuringiensis var israelensis (Bti) WP** or **Bacillus thuringiensis var israelensis (Bti) AS** , as per specifications shown in CIB registration certificate.
2. The product should be registered with Central Insecticide Board (CIB) and the registration should be valid on the date of tender opening
3. The product specification should conform to the standards as mentioned in their CIB registration certificate.
4. The product should be approved by NVBDCP for use as larvicide under in NCR area under Vector Borne Disease Control Programme .
5. The product should be suitable for storage in Delhi Temperature condition
6. **Shelf life** : **Available shelf life at the time of supply should be 5/6th of CIB approved shelf life.**
7. **Packing & Marking** : **As endorsed in CIB registration certificate**  
In addition to the other requirements of CIB the container shall be **marked** as follows:  
Container shall bear legibly and indelibly the following information and any other information as necessary under the Insecticide Act and Rules:-
  - a) South Delhi Municipal Corporation (SDMC) Supply **NOT FOR SALE**  
Or  
North Delhi Municipal Corporation(NDMC) Supply **NOT FOR SALE**  
(As applicable)
  - b) Name of the material
  - c) Name of the manufacturer
  - d) Date of manufacture & date of expiry
  - e) Batch No.
  - f) Net mass of contents
  - g) Nominal insecticide content percentage
  - h) Contract No. and date
  - i) Minimum caution notices as per the Act.
8. **PACK SIZE:** 10 Ltrs for BTI(AS) and 5kg in case of BTI(WP) Packing material shall be as approved by CIB.

**SECTION VII**

QUALIFICATION CRITERIA (QC)

**QUALIFICATION CRITERIA (QC)**  
**(Refer to clause 7 of ITB & Clauses 4 & 5 of SCC)**

1. The bidder must declare whether they are quoting as a manufacturer or as the authorized agent of the manufacturer
  - a. If the bidder is participating as a manufacturer of the tendered goods, they should submit:
    - i. Manufacturing license for manufacturing the tendered goods, valid on the date of bid opening
    - ii. CIB registration certificate for the tendered goods, valid on the date of bid opening.
    - iii. If CIB registration is for importing and marketing but the bidder is classified as manufacturer under Indian Law for the tendered goods, certificate from principal manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration certificate shall be enclosed as per the format given in section VIII (Principal Manufacturer's Certificate: Form-I). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.
  - b. If the bidder is participating as an authorized agent on behalf of manufacturer they should submit
    - i. Valid manufacturing license of the manufacturer on whose behalf the bidder is participating as authorized agent.
    - ii. CIB registration certificate in the name of the agent for importing and marketing the tendered goods (from the manufacturer covered under (b i) above), valid on the date of bid opening.
    - iii. Manufacturer's authorization certificate from the manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration Certificate shall be enclosed as per the format given in section VIII (Manufacturer's Authorization Form-II). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.

**2. Deleted**

3. The bidder must have received and successfully executed the supply order(s) in India to the extent of minimum **25%** of the quantity as indicated in Schedule of Requirements (Section V) for Bti-AS or Bti-WP {as detailed in Technical Specifications (Section VI)} in any one year during the last three years (**from 24.12.2014 to 25.12.2013 or from 24.12.2013 to 25.12.2012 or from 24.12.2012 to 25.12.2011**) prior to the date of tender opening viz. **24.12.2014**. Supplies made by bidder to Whole Sale stockiest,

Distributors, Own Agents, Sister Company will be considered for counting 25% performance, only if such supplies reached the actual end user(s). Performance certificate from the end user should be submitted as per the format provided at Section-VIII, Format A). In support of above, past performance certificate should be submitted as per "FORMAT-A" given in Section VIII

**Note:**

**The Bidders may please note that their bids will be rejected if they fail to comply with the Qualification Criteria as above.**



***SECTION VIII***

PROFORMA-SAMPLE FORMS

**BID FORM**

**To**  
**The HEAD (P & CD)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307  
Ph : 0120 – 4071500  
Fax: 0120 – 4071513

**Date:**

**IFB No.:** .....

Dear Sir,

Having examined the Bidding Documents including Addenda nos....., the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver .... (Description of Goods/ stores and Services) in full conformity with said bidding documents for the sum(s) as stated in the Price Schedule attached or such other sums as may be determined in accordance with the terms & conditions of the contract and are made part of the this bid.

We undertake, if our bid is accepted, to deliver the goods/ stores in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will submit performance security as per the terms mentioned in clause no 6 of GCC at section -III for the due performance of the contract, in the form and within times specified in the bidding documents.

We agree to abide by this bid for a period of 90 (ninety) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your Letter 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 against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. Rules/procedures.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bid document, including amendment/ corrigendum, if any.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of Corruption Act 1988”.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

| <u>Name and address of agent Commission or</u> | <u>Amount in Indian Rupees</u> | <u>Purpose of gratuity</u> |
|--|--------------------------------|----------------------------|
| .....  | .....                          | .....                      |
| .....  | .....                          | .....                      |
| .....  | .....                          | .....                      |

(If none, state "none")

Dated this.....day of....., 20

**Signature with date** .....

**In the capacity of (insert title or position)** .....

**Duly authorized to sign this Bid for and on behalf of (Insert: name of the bidder)** .....

**Full business address of the bidder** .....

**PRICE SCHEDULE**

| 1                         | 2                   | 3                    | 4                  | 6   |                           |                      |   | 7                            |           |
|---------------------------|---------------------|----------------------|--------------------|---|---------------------------|----------------------|---|------------------------------|-----------|
| Item No./<br>Schedule No. | Item<br>Description | Country<br>Of origin | Accounting<br>Unit | Price for each unit   |                           |                      |   | Total price for<br>each unit |           |
|                           |                     |                      |                    | Ex-factory<br>Ex warehouse/<br>Ex showroom<br>Off-the shelf | Excise<br>Duty,<br>If any | Sales tax<br>payable | Inland Transportation,<br>Insurance & other local<br>costs incidental to delivery |                              |           |
|                           |                     |                      |                    | (a)   | (b)                       | (c)                  | (d)   |                              | (a+b+c+d) |
|                           |                     |                      |                    |   |                           |                      |   |                              |           |

**Total Unit price** :  
**In Figures** :  
**In Words** :

**Note:**

In case of discrepancy between the amount in words and figures the amount in words will prevail.

*Signature of Bidder*  
*Name of Bidder*  
**Business Address**

**Place:**

**Date:**

## CONTRACT FORM

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

[insert: name of Supplier], a corporation incorporated under the laws of [ insert: country of Supplier] and having its principal place of business at [ insert: address of Supplier], (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods/ stores and ancillary services viz, [insert: brief description of Goods/ stores and Services] and has accepted a bid by the Supplier for the supply of those goods/ stores and services in the sum of [insert: contract unit price in the words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Condition of Contract
  - (c) General Condition of Contract
  - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Schedule of Requirements
  - (g) The Purchaser’s Letter of Award and supply order
  - (h) [ Add here: any other documents]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods/ stores and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods/ stores and Services and the remedying of defects therein, the Contract unit Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

| SI NO. | BRIEF DESCRIPTION OF GOODS/ STORES | UNIT PRICE | DELIVERY TERMS |
|--------|------------------------------------|------------|----------------|
|        |                                    |            |                |

**DELIVERY SCHEDULE:**

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

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

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_

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

in the presence of \_\_\_\_\_

**CONTRACT AGREEMENT**

date the [insert: number] day of [insert: month], [insert: year]

**BETWEEN**

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

and

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

## **BID SECURITY FORM (BANK GUARANTEE)**

Whereas .....(name of bidder) (hereinafter called "the bidder") has submitted his bid dated.....(date) for the supply of ..... (hereinafter called "the bid")

KNOW ALL MEN by these presents that we .....  
.....of .....having registered office at.....(hereinafter called "the bank") are bound unto the HLL LIFECARE Limited (hereinafter called "the purchaser") in the sum of.....for which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said bank this.....day of.....20

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the bidder
  - a. withdraws its bid during the period of bid validity specified by the bidder in the bid form, or
  - b. does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders, or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:
  - a. fails or refuses to sign the contract agreement when required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to bidders;

We unconditionally and irrevocably undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of any one of the two above named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty-five) days after the period of bid validity or as it may be extended by the purchaser, notice of which [extension(s)] to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

For and on behalf of the Bank

Signed : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

In the capacity of [insert: title or other appropriate designation]  
Common Seal of the Bank

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

**The HEAD (P & CD)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307  
Ph : 0120 – 4071500  
Fax : 0120 – 4071513

WHEREAS .....(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no.....dated.....20....to supply (description of goods/ stores and services (hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee from a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW 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), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you unconditionally and irrevocably, 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 limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of our demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 36 months from the issue of Letter of Award.

Signature and seal of the guarantor

Place  
Date



## **PROFORMA 'B'**

### **Proforma for goods/ stores and quality control employed by the manufacturer(s)**

IFB No.

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods/ store quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods/ stores quoted for

- a. normal
- b. maximum

05 Total annual turn-over(value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

**Signature and seal of the bidder**

## PERFORMANCE STATEMENT

**(Refer Qualification Criteria –Sec vii & Clause 7 of ITB, clause 4 & 5 of SCC)  
(Proforma for Performance Statement (for a period of last three years from  
the date of Bid Opening)**

Name of item offered \_\_\_\_\_ Date of Opening \_\_\_\_\_  
 \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

| Order placed by (full name and address of purchaser) A copy of purchase order must also be enclosed | Order No and date | Description and quantity of ordered stores | Value of order | Date of completion of delivery |        | Remarks indicating reasons for late delivery, if any | Has the stores been satisfactorily Supplied? | Attach a certificate from the Purchaser / Consignee)* In the format –A attached. |
|---|-------------------|--|----------------|--------------------------------|--------|--|--|--|
|   |                   |  |                | As per Contract                | Actual |  |  |  |
| 1   | 2                 | 3  | 4              | 5                              |        | 6  | 7  | 8  |
|   |                   |  |                |                                |        |  |  |  |

**Signature and seal of the bidder**

\*The certificate will be in English as per allocated format giving all information as indicated therein from the consignee / end user with cross reference of order no. and date (as given in the performance statement) in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is **proved** to be false or incorrect, the Bid Security furnished will be forfeited along with other action as deemed fit by the purchaser. This certificate from a middleman namely retailer/dealer/distributor other than the actual end user / consignee will not be accepted.

**FORMAT 'A'**  
**FORMAT OF PERFORMANCE CERTIFICATE**

**To Whom It May Concern**

Date: \_\_\_\_\_

Certified that M/s \_\_\_\_\_ (Name & Address of the bidder) supplied us \_\_\_\_\_ (indicate quantity), \_\_\_\_\_ (indicate name of the goods/ stores) manufactured by \_\_\_\_\_ against order no. \_\_\_\_\_ dt. \_\_\_\_\_ (please indicate order no. & date) as figuring in the performance statement). The goods/ stores were supplied over to us and accepted by us on \_\_\_\_\_ (indicate date) to our entire satisfaction. A copy of contract is enclosed.

Signature & Name  
(Designation & Seal of the Purchaser)/Consignee

**NOTE:**

1. Please note that if performance statement do not contain any of the information referred above or if it is not in the format as given above, it is liable for rejection. For example if order reference is not given and if name, designation & seal of the purchaser/ Consignee is not endorsed, Performance Certificate will not be considered.
2. Performance certificate has to be notarized / attested by Gazetted Officer.
3. HLL has right to call for original to verify and also has right to cross verify from the issuer of the certificate / Organization of issuer.
4. **Purchaser here means Procurement Agent purchasing on behalf of it's Client & for the client or purchaser purchasing directly for self consumption. Consignee means end user in Central Govt. /State Govt. /Municipal Corporation associated with Public Health Programme. Purchaser and consignee are same in case purchaser is purchasing for self consumption.**

**PRINCIPAL MANUFACTURER'S CERTIFICATE**  
**FORM-I**

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

dated \_\_\_\_\_

To  
**The HEAD (P & CD)**  
**HLL Lifecare Ltd**  
B-14A, Sector – 62,  
Noida –201 307  
Ph : 0120 – 4071500,  
Fax: 0120 – 4071513

Dear Sir,

**Reference: IFB No.**

We, ..... (Name of the manufacturer and address\*)..... hereby confirm that we are the licensed manufacturer of.....(name of tendered goods) and certify that the “name of manufacturer and address” is the same as specified in the CIB registration no..... issued to M/s.....(bidder’s name).....

We further certify that M/s.....(Bidders name)... is the only importer of the tendered goods manufactured by us as specified in the referred CIB registration certificate. We confirm that we will supply the tendered goods to the bidders in case order is placed on them.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods/ stores and Services offered by the above Bidder against this IFB.

Yours faithfully,

(Name)  
(Name of Manufacturer)

**Note:**

- (i) **This letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid. The Power of Attorney/ Board Resolution and authorization letter both should be submitted along with the bid.**
- (ii) **Original Letter may be submitted.**

\* The name of the manufacturer and address shall be same as mentioned in the CIB Registration certificate submitted in the bid.

**MANUFACTURER'S AUTHORISATION**  
**FORM-II**

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

dated \_\_\_\_\_

To

The HEAD (P & CD)

HLL Lifecare Ltd

B-14A, Sector – 62,

Noida –201 307

Ph : 0120 – 4071500, Fax: 0120 – 4071579

Dear Sir,

**Reference: IFB No.**

We, ..... (Name of the manufacturer and address\*)..... hereby confirm that we are the licensed manufacturer of.....(name of tendered goods) and certify that the “name of manufacturer and address” is the same as specified in the CIB registration no..... issued to M/s.....(Agent’s name).....

We, hereby authorize M/s..... (name and address of agent) to submit a bid, and sign the contract with you against the above IFB.

No company or firm or individual other than M/s..... are authorised to bid, and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods/ stores and Services offered by the above Bidder against this IFB.

We also hereby confirm that we shall supply tendered goods to our authorized agent in case order is placed on them and we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the unit price quoted by our agent shall not be more than than that which we would have quoted directly.

Yours faithfully,

(Name)

(Name of Manufacturer)

**Note:**

(i) **This letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid. The Power of Attorney/ Board Resolution and authorization letter both should be submitted along with the bid.**

(ii) **Original Letter may be submitted**

\* The name of the manufacturer and address shall be same as mentioned in the CIB Registration certificate submitted in the bid.

## **CONSIGNEE RECEIPT CERTIFICATE**

Received intact the entire material in full and good condition and the goods/ stores have been taken into account entering in the stock register. The details are certified as under;

1. HLL Order No. and date : \_\_\_\_\_
2. Name of supplier : \_\_\_\_\_
3. Name of Item & Quantity : \_\_\_\_\_
4. Inspection Note No. & Date : \_\_\_\_\_
5. Lorry Receipt No.& date : \_\_\_\_\_
6. Supplier's Invoice/Challan no. & date : \_\_\_\_\_
7. Date of receipt of Goods/ stores : \_\_\_\_\_
8. Stock register page no. & date : \_\_\_\_\_

**CONSIGNEE'S SIGNATURE WITH SEAL,  
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

**ACCEPTANCE CERTIFICATE**

- 1. HLL Order No. and date : \_\_\_\_\_
- 2. Name of supplier : \_\_\_\_\_
- 3. Name of the item received in full and good condition (in units) with quantity and Batch number as under :

**ItemQuantityCorresponding Batch Number(s)**

**CONSIGNEE'S SIGNATURE WITH SEAL,  
NAME & FULL ADDRESS WITH PIN CODE AND PHONE NUMBER**

**CERTIFICATE**

**(To be submitted by the bidder in Company's letter head)**

To  
(Name of the purchaser)

**Sub: Certificate regarding de-registration/ debarred/ blacklisted/ banning/ suspended for business etc.**

Ref. : Tender No..... due on .....

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 Central Insecticide Board (CIB) or Bureau of Indian Standards (BIS) or NVBDCP or MCD/SDMC/NDMC/EDMC, Directorate General of Health Services, Ministry of Health & Family Welfare, Govt of India, New Delhi or any other Relevant Country Authority 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 (ITB) and the Purchaser shall be entitled to reject our Bid and forfeit the Bid Security for the product quoted, submitted by us against this IFB.

We have also noted that after submission of Bid and before Award of Contract, if we are deregistered or debarred or blacklisted by any of the aforesaid organizations, our bid will be considered as **non-responsive**.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_



**UNDERTAKING FOR UNDERSTANDING OF TERMS & CONDITIONS OF  
TENDER ENQUIRY DOCUMENT (TED)**

**(To be submitted by the bidder in Company's letter head)**

To \_\_\_\_\_  
(Name of the purchaser)

**Sub : Certificate regarding understanding of terms and conditions of TED.**

**Ref.: Tender No. HLL/PCD/MCD-05/14-15/BTI due on .....**

We certify that we have understood all the terms and conditions of above referred tender. We also have understood all details required to be furnished along with tender as read under tender enquiry.

We have found no ambiguity/ hindrance for participation in the bidding process.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**CERTIFICATE FOR FREE DISTRIBUTION**

**(On letter head of HLL)**

**TO WHOM IT MAY CONCERN:**

It is certified that the consignments vide Contract No ..... dated .....  
Awarded on M/s ..... By HLL LIFECARE Limited on behalf of SDMC and  
NDMC, for Malaria control are meant for Free distribution in India and not for  
sale.

**The HEAD (P & CD)  
HLL LIFECARE Ltd  
B-14A, Sector-62,  
Noida –201 307**

**(Signature with seal & date)**

## **SECTION IX**

### CONSIGNEE LIST

| S.No | Consignee  |
|------|--|
| 1    | Central Store,SDMC, Anti Malaria Operations,<br>Jhandewalan, Near Mata Mandir, Delhi |
| 2    | Central Store,NDMC, Anti Malaria Operations,<br>Jhandewalan, Near Mata Mandir, Delhi |

## **SECTION X**

### **CHECKLIST**

| <b>SINo.</b> | <b>Activity</b>   | <b>Yes/No/NA</b> | <b>Page No. in the bidding document</b> | <b>Remark</b> |
|--------------|---|------------------|---|---------------|
| 1.           | Have you enclosed Tender fee of required amount as mentioned in NIT?  |                  |   |               |
| 2.(a)        | Have you quoted as a manufacturer?  |                  |   |               |
| (b)          | If not, have you quoted as an Agent! If so, have you enclosed manufacturer's authorization certificate as per recommended format under section VIII?  |                  |   |               |
| 3(a)         | Have you enclosed EMD of required amount for the quoted schedules?  |                  |   |               |
| (b)          | In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section VIII?  |                  |   |               |
| (c)          | In case Bank Guarantee is furnished, have you given the validity of Bank Guarantee as per clause 9 of ITB?  |                  |   |               |
| 4.(a)        | Have you enclosed duly signed & sealed Bid Form?  |                  |   |               |
| (b)          | Have you enclosed Power of Attorney in favor of the signatory?  |                  |   |               |
| 5.(a)        | Have you enclosed an attested copy of certificate of CIB Registration for the specific product?   |                  |   |               |
| (b)          | Are you registered with CIB with your manufacturer as an importer and marketing the product in India? If so, enclose the copy of the certificate.   |                  |   |               |
| (c)          | Do you hold a license for manufacturing the specific product valid on the date of tender opening issued by any regulatory authority? If so, please attaché a copy of the license.   |                  |   |               |
| 6.           | Whether your product is approved by NVBDCP? If yes, please enclose the necessary document.  |                  |   |               |
| 7.(a)        | Have you enclosed clause-by-clause commentary on the compliance of goods/ stores to purchaser's Technical specifications?   |                  |   |               |
| (b)          | Have you enclosed a statement of deviations and exceptions on above   |                  |   |               |
| 8.           | Have you kept validity of the offer as per the bid document?  |                  |   |               |
| 9.           | Have you submitted satisfactory performance statement as per the Proforma for performance statement in Sec. VIII of Bidding Document in respect of orders executed along with documents as required and mentioned therein accompanied with end users certificate in Format-A? |                  |   |               |
| 10.          | Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/ NSIC(for the tendered specific product & specification)  |                  |   |               |
| 11.          | Have you submitted Manufacturing and Marketing experience as per the bid document?  |                  |   |               |
| 12.          | Have you submitted an attested copy of certificate certifying that you have not been blacklisted and banned or debarred?  |                  |   |               |
| 13.          | Have you submitted a certificate regarding actual annual production duly certified by chartered accountant?   |                  |   |               |

| <b>SINo.</b> | <b>Activity</b>  | <b>Yes/No/NA</b> | <b>Page No. in the bidding document</b> | <b>Remark</b> |
|--------------|--|------------------|---|---------------|
| 14.          | Have you submitted copy of the order(s) and end user's/client's certificate of satisfaction for value and order nos. of contracts for each schedule to demonstrate having successfully completed the same? |                  |   |               |
| 15.          | Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant?   |                  |   |               |
| 16.          | Have you submitted a statement of installed manufacturing capacity duly certified by CA/CE?  |                  |   |               |
| 17.          | Have you submitted copies of audited financial statement for the last three years?   |                  |   |               |
| 18.          | Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?   |                  |   |               |
| 19.          | Have you submitted a write-up on your production capabilities?   |                  |   |               |
| 20.          | Have you submitted price of goods in the price schedule?   |                  |   |               |
| 21.          | Have you confirmed that you agree with all terms and condition of the bid document?  |                  |   |               |
| 22.          | Have you confirmed payment terms?  |                  |   |               |
| 23.          | Have you confirmed delivery period as per bid document and terms of delivery at consignee site?  |                  |   |               |
| 24.          | Have you submitted the certificate of incorporation?   |                  |   |               |
| 25.          | Have you complied with the warranty declaration without any variation GCC Clause 25)?  |                  |   |               |
| 26.          | Have you submitted the certificate/details of plant & machineries?   |                  |   |               |
| 27.          | Have you indicated your PAN/ITCC   |                  |   |               |
| 28.          | Have you intimated the name an full address of your Banker (s) along with your Account Number  |                  |   |               |
| 29.          | Have agreed in all respect to clauses concerning:  |                  |   |               |
| a.           | Performance security (GCC Clause. 6)   |                  |   |               |
| b.           | Force majeure (GCC Clause 17)  |                  |   |               |
| c.           | Applicable law(GCC Clause 22)  |                  |   |               |
| d.           | Taxes & Duties (GCC Clause 24)   |                  |   |               |
| e.           | Resolution of dispute (GCC Clause 20) and Jurisdiction (GCC Clause 26)   |                  |   |               |

| <b>SI No.</b> | <b>Activity</b>   | <b>Yes/No/NA</b> | <b>Page No. in the bidding document</b> | <b>Remark</b> |
|---------------|---|------------------|---|---------------|
| 30.           | Have you furnished documents establishing your eligibility & qualification as per clause 7 of ITB?  |                  |   |               |
| 31.           | Have you enclosed a certificate as per format in Section VIII, certifying that you have understood all the terms & condition including all details required to be furnished along with tender as read under tender enquiry? |                  |   |               |

**Signature of the Bidder with Seal**

N.B. The bidder may go through the checklist and ensure that no column is vacant. If any column is not applicable, NA may be written under the relevant column. The signature of this statement automatically ensures the correctness of the information/ statement as above.