

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	02-09-2021 13:00:00
<b>Bid Opening Date/Time</b>	02-09-2021 13:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Health And Family Welfare
<b>Department Name</b>	Department Of Health And Family Welfare
<b>Organisation Name</b>	Hll Lifecare Limited
<b>Office Name</b>	Hll Bhavan, Registered Office, Poojapura
<b>Total Quantity</b>	480
<b>Item Category</b>	Temephos EC 50%
<b>Minimum Average Annual Turnover of the Bidder</b>	2 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Required	No
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### Splitting

Bid splitting not applied.

### Reserved for Make In India products

Reserved for Make In India products	Yes
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### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be

given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Temephos EC 50% ( 480 liter )

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	RAHUL M D	201307,B-14 A, Sector-62, Gautam Budh Nagar, Noida	480	30

## Buyer Added Bid Specific Additional Terms and Conditions

### 1. Buyer Added text based ATC clauses

1.Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

3.Make in India specific authorisation certificate needs to be enclosed.

4.Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5.Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6.End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7.OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. Shelf Life: The Product to be supplied must have minimum as per technical specification Shelf Life. On the date of supply, minimum 5/6 TH OF THE SHELF LIFE usable shelf life should be available / balance.

10. Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

11. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. Scope of supply (Bid price to include all cost components) : Only supply of Goods

13. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

14. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

15. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

16. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed. b. Execution certificate by client with order value. c. Any other document in support of order execution like Third Party Inspection release note, etc.

**Buyer Added text based ATC clauses**

1. Tender Inviting Authority: This tender enquiry, for supply of below mentioned goods/items is being invited by HLL Lifecare Limited (Procurement Agency) on behalf of East Delhi Municipal Corporation (EDMC):

Sl.No.	Quantity	Brief Description of item
1.	480 Ltr	Temephos EC 50%

2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

2.1 Bidders shall furnish the following information along with technical Bid:

(i) Statement of Deviations parameter wise from Bid Commercial conditions, if any (Please state 'Nil' if there is no deviation in commercial conditions)

(ii) Statement of Deviations, parameter wise from Bid Technical specifications, if any (Please refer to Technical Specification)

(iii) A certificate to the effect that the bidder has understood the terms, conditions of the bid document, and has found no ambiguity /hindrance for participation in the bidding process.

3.1 Eligibility: (i)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 Annexure-1 (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 favour 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 domestic manufacturer for 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.

(ii) The bidder must have received and successfully executed the supply order in India to the extent of minimum 25% of the approximate required quantity of Temephos EC 50% {as detailed in Technical Specifications} indicated above at SATC clause1, in any one year during the last three years prior to the date of Bid opening viz.02.09.2021 (first year from 01.09.2021 to 31.08.2020, 2nd year from 01.09.2020 to 31.08.2019 and 3rd year from 01.09.2019 to 31.08.2018). In support of this, data on past performance should be submitted. Supplies made to Whole Sale stockiest, Distributors, Own Agents, Sister Company will not be considered for counting 25% performance unless it reaches the enduser, for which the performance certificate should be submitted.

3.2 Eligibility: (i) Insecticide/Larvicide should be registered with CIB.(ii) Should be approved by NVBDCP for use as Insecticide/larvicide in NCR under Vector Borne Disease Control Programme. (iii) Stores should be suitable for storage and use in Delhi.

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

4. One Bid per Bidder: An OEM either can participate directly or can only authorize one bidder to quote on their behalf. In case of submission of multiple offers by an OEM, directly or through its authorized agent(s), all such offers are liable to be rejected.

5. EDMC/Buyer reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer.

6. Inspections and Tests: The Procurement Consultant 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 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 Procurement Consultant.

7. Inspections and Tests: 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 Procurement Consultant 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.

8. Packing: 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.

9. Packing: 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 Procurement Consultant
- 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.

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.

In addition to the above, the packing and marking will be complied as indicated in technical specifications.

10. 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 there placed 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.

11. Payment: The Supplier's request(s) for payment shall be made to the Procurement Consultant 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 receipt & acceptance duly certified by authorized personnel of consignees, shall accompany for release of balance payment.

Three copies of supplier's invoice indicating Bill to Consignee through M/s HLL Lifecare Limited and Ship to Place of supply, showing contract number, goods description, quantity, unit price and total amount. Invoices should be raised by the supplier in the name of consignee with their GSTN only.

(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 within 120 days of documentary proof of receipt of the invoiced goods/ stores as per the acceptance certificate provided in Section VIII.

12. Settlement of Disputes: (i) The Procurement Consultant 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.

(ii) If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, then, unless otherwise provided, either the Procurement Consultant/ 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 Procurement Consultant/ 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 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/-)

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

(iv) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.(i)The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.(ii)The decision of the majority of arbitrators shall be final and binding upon parties. (iii) Settlement of disputes through preinstitution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA

13. Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Procurement agency shall pay the Supplier any monies due to the Supplier.

14. Required Delivery Schedule: Free delivery at the consignee's end i.e. freight and all other levies pre paid up to destination at consignees end.

(a)The contractor/supplier shall offer the Goods/stores mentioned above for inspection within 20days 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.

15. Consignee details: East Delhi Municipal Corporation. Detailed Address and their GSTIN details will be provided at the time of issue of Supply Order.

16. Liquidated Damages: if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procurement agency shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Procurement agency may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

17.Price: The Price should indicate all inclusive total price offered for the total quantity of the item including cost of the stores, freight, transit insurance, packing and forwarding and Goods & Service Tax (GST) etc.

18. Annexure-1:

PRINCIPAL MANUFACTURER'S CERTIFICATE

FORM-I

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

To

The Head(PCD)

HLL Lifecare Ltd

B-14A, Sector - 62,

Noida -201 307



Ph : 0120 - 4071500,

Fax: 0120 - 4071513

Dear Sir,

Reference: IFB No.

We, M/s ..... hereby declare that we are the licensed manufacturer of tendered goods .....(mention name of the product offered in tender) .....

This product (product offered in the tender) is manufactured by:

§ Name of the Manufacturing Company : .....

§ Manufacturing address of the Principal :.....

manufacturer of the product offered in this tender, along with contact no, email etc.

We further certify that M/s.....(Bidder's name)...is authorized importer for the offered goods in this tender in India against CIB registration No..... We confirm that we will supply the tendered goods to the bidders in case order is placed on them from the above name and address.

We here by extend our full guarantee and warranty as per clause 10 of Buyer Added text based ATC clauses for the Goods/ stores and Services offered by the above Bidder against this bidding document.

Yours faithfully,

(Name)

(Name of Manufacturer)

Note:

(i) This certificate 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) Deleted.

MANUFACTURER'S AUTHORISATION

FORM-II

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

To

The Head (PCD)

HLL Lifecare Ltd

B-14A, Sector - 62,  
Noida -201 307  
Ph : 0120 - 4071500, Fax: 0120 - 4071579

Dear Sir,

Reference: IFB No.

We, M/s ..... hereby declare that we are the licensed manufacturer of tendered goods .....(mention name of the product offered in tender) .....

This product (product offered in the tender) is manufactured by:

§ Name of the Manufacturing Company: .....

§ Manufacturing address of the product offered :.....

In this tender, along with contact no, email etc.

§ CIB registration certificate No: of the Domestic Manufacturer: .....

We further certify that M/s.....(mention bidder's name)... is our authorized agent for the offered goods in the tender in India against their CIB registration No.....

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

We here by extend our full guarantee and warranty as per clause 10 of Buyer Added text based ATC clauses for the Goods/ stores and Services offered by the above Bidder against this bidding document.

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 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) Deleted

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the

bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**