

E-TENDER DOCUMENT

FOR

**Supply of Medical Devices & Disposables for
onward supplies to Bangladesh**

Tender No: HLL/SD/RBD/2021-22/TENDER/05 Dt: 22.07.2021

E - Tendering



SOURCING DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Ph 0471- 2354949 (EXTN – 242 / 272 / 273)

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NOTICE INVITING TENDER (NIT)

IFB No: HLL/SD/RBD/2021-22/TENDER/05

22.07.2021

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

SI No	Particulars	Description
1	Name of Item/Work	Supply of Medical Devices & Disposables for onward supplies to Bangladesh
2	Location of Delivery/Work	HLL Lifecare Limited, Sco 8,9,10,11,ThePalm, Manohar Singh Complex, Vill Mullanpur, SAS Nagar, Mohali, Punjab GST No. 04AAACH5598K1Z9
3	Brief description of Item/Work	Supply of Medical Devices & Disposables
4	Period of completion	3 days from the date of Letter of Intent /Notification of Award/ Purchase order
5	Price Validity	180 days from the date of opening of Price bid
6	Eligibility criteria for Bidders	As per Tender document
8	Last date and time for online submission of bids	29-07-2021 at 15:00 hrs.
9	Date and time of opening of e-tender	30-07-2021 at 15:00 hrs.
10	Address for Communication at HLL regarding the tender	Deputy General Manager (SD-RBD) Sourcing Division HLL Lifecare Limited Corporate & Regd Office HLL Bhavan, Poojappura,Thiruvananthapuram-695012

GENERAL INSTRUCTIONS TO BIDDERS

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

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

9.2 Searching for Tender Documents

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

9.3 Preparation of Bid

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

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

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

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

18. Online Tender Process:

The tender process shall consist of the following stages:

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

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

THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE

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

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

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

Deputy General Manager (SD-RBD)

INSTRUCTIONS TO THE BIDDERS (ITB)

1. SCOPE OF THE BID

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

- a) Supply of Supply of Medical Devices & Disposables as per the items mentioned in Annexure 4, for onward supplies to Bangladesh.
- b) Supply to be made to our warehouse at **HLL Lifecare Limited, Sco 8,9,10,11, The Palm, Manohar Singh Complex, Vill Mullanpur, SAS Nagar, Mohali, Punjab (applicable taxes need to be indicated in appropriate columns in the BoQ). GST No. 04AAACH5598K1Z9, DL No. PB-SA3-151170, PB-SA3-151171**
- c) The total quantity mentioned is only an indicative quantity and may change depending on actual requirement.
- d) Suppliers must ensure strict compliance to all statutory regulations and quality standards. Packing material specifications as detailed in Annexure – 5.

2. ELIGIBILITY OF BIDDERS

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

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

In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted. If an Original Manufacture is participating in the tender but wishes to make the supplies through its authorized agent, the manufacturer has to ensure that the Authorized agent meets all the eligible criteria mentioned, including minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 is Rs.1 crore (Rupees One crore only and documentary proof for the same has to be attached along with original authorisation letter.
 - 2.2.2. The product should have relevant & valid ISO/BIS (refer detailed Technical Specification - (TS) in Section 1) and manufacturing facility shall have a third party GMP certification.
- 2.3. Along with the consignment bidder must submit Quality control certificates/certificate of analysis issued by competent national authorities, certificate of origin, and a third party GMP certification
- 2.4. For the Items quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.
- 2.5. The offered supply should comply with the provisions of the relevant standards for the product as applicable as amended up to date.
- 2.6. The products offered in the tender must be only manufactured in INDIA .

3. COST OF BIDDING

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

4. GETTING INFORMATION FROM WEB PORTAL

- 4.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 4.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 4.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

5. BIDDING DOCUMENTS

5.1. Content of Bidding Documents

The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
 - b. Instructions to Bidders
 - c. General and special Conditions of Contract
 - d. Annexures to Bid
 - e. Product List
- 5.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 5.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder’s own risk.

6. CLARIFICATION OF BIDDING DOCUMENTS

- 6.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

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

7. AMENDMENT TO BIDDING DOCUMENTS

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

8. PREPARATION OF BIDS

8.1 Language of the Bid

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

8.2. Mandatory documents to be submitted along with the Technical Bid

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

For manufacturer

1. Self Declaration as per Annexure 1
2. Bid form as per Annexure-2
3. Valid manufacturing license/Factory License (Self–attested Copy) along with the list of products manufactured in this facility wherever applicable. The quoted products should be highlighted for ready reference.
4. The product should have relevant & valid ISO/BIS (refer detailed Technical Specification -(TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all other offered products.
5. Documentary proof for establishing that the products offered are meeting the technical specifications mentioned
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
7. GST Certificate (self attested copy)
8. Copy of Non Conviction certificate (self-certified)
9. Permanent Account Number (Self–attested Copy)
10. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self–attested Copy).
11. Under taking letter for replacement of complaint/defective goods as per Annexure-3
12. List of all quoted products offered to HLL as per Annexure 7.
13. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.10 crores duly certified by a chartered accountant.
14. Annexure 8 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number

issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”

15. Annexure 9 - Indemnity Certificate
16. Annexure 10 - Performance Bank Guarantee Format
17. Annexure 11 - Check List
18. Annexure 12 - Bid Securing Declaration
20. Documentary proof to establish that the products are manufactured in India
21. Third party GMP certification for the manufacturing facility from which the quoted products are manufactured.

For Authorized Agents

1. Self Declaration as per Annexure 1
 2. Bid form as per Annexure-2
 3. Valid manufacturing license/Factory License (Self-attested Copy) along with the list of products manufactured in this facility wherever applicable. The quoted products should be highlighted for ready reference.
 4. The product should have relevant & valid ISO/BIS (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all other offered products.
 5. Documentary proof for establishing that the products offered are meeting the technical specifications mentioned
 6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized
 7. GST certificate
 8. Copy of Non Conviction certificate (self-certified)
 9. Permanent Account Number (Self-attested Copy).
 10. Certificate of incorporation and associated documents like Article of Association and Memorandum of Association /Partnership deed/HUF etc as applicable.(Self-attested Copy)HLL/SD/RBD/2021-22/TENDER/05 Dt: 22.07.2021
 11. Under taking letter for replacement of complaint/defective goods as per Annexure-4
 12. Authorization letter from manufacturer (Original) must be submitted as per Annexure 8.
 13. List of all quoted products offered to HLL as per Annexure 7.
 14. Documentary proof for establishing the average annual turnover of the tenderer in the last three years is not less than Rs.1 crores certified by a chartered accountant and documentary proof for establishing average annual turnover of the manufacturer in the last three years is not less than Rs.10 crores duly certified by a chartered accountant.
 15. Annexure 8 - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
 16. Annexure 9 - Indemnity Certificate
 17. Annexure 10 - Performance Bank Guarantee Format
 18. Annexure 11 - Check list
 19. Annexure 12 - Bid Securing Declaration
 21. Documentary proof to establish that the products are manufactured in India
 22. Third party GMP certification for the manufacturing facility from which the quoted products are manufactured.
- 8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

- 8.3.1. The Bidder shall bid mandatorily as described in the Bill of Quantities, and any discrepancies in the quote may entitle the quoted item/ bid to be disqualified.
- 8.3.2. The rates quoted by the Bidder shall include cost of all materials, freight charges, GST or any other tax etc.
- 8.3.3. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.
- 8.3.4. Price comparison during evaluation will be done on the net unit rate inclusive of freight & insurance on door delivery basis at **HLL Lifecare Limited, Sco 8,9,10,11, The Palm, Manohar Singh Complex, Vill Mullanpur, SAS Nagar, Mohali, Punjab (applicable taxes need to be indicated in appropriate columns in the BoQ). GST No. 04AAACH5598K1Z9, DL No. PB-SA3-151170, PB-SA3-151171**
- 8.3.5. Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each item.

8.4. Currencies of Bid and Payment

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

9. SUBMISSION OF BIDS

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

- 9.1 The tender is invited in **2 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.
 - Bidders are requested to submit the Bid Securing Declaration as per Annexure 12
 - If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
 - If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
 - The Party has to provide Performance Security if Tender is awarded to them.

a) **Envelope - I (Technical bid):**

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

b) Envelope – II (Financial Bid): The Financial e-Bid through CPP portal:

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

An example is illustrated below for entering the rate:

In case of the product number 02 – Dolutegravir 50mg tablet as per Annexure 4, assume the UOM is 10's. Number of tablets will be 10 tablets in one strip for which the rate is applicable. Assume an illustrative value of INR 100 per strip which the bidder is planning to quote for the tender. In that case the PER TABLET rate has to be calculated and updated in the BOQ for price bid. In this case its INR 100 / 10 Tablets which will be INR 10 per Tablet.

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

- i. The Unit basic price of the product (Rs 10 as per the above example) including freight Charges for inland transportation to HLL Lifecare Limited, Sco 8,9,10,11, The Palm, Manohar Singh Complex, Vill Mullanpur, SAS Nagar, Mohali, Punjab.
- ii. Total GST amount for the entire quantity of any particular item quoted, as applicable in Value. Note that in the BOQ format, only the value of applicable GST can be entered (percentage of GST cannot be entered).
- iii. The total unit cost in figure and words. The total unit price will be the basis for evaluation. Note that this will be automatically updated in the BOQ.
- iv. Prices shall be quoted in Indian Rupees.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - i. The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. If on demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

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

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

11.2 Modification, Resubmission and Withdrawal of Bids

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

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

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

11. BID OPENING AND EVALUATION

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

12.1 Bid Opening Process

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

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

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

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

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

12.2. Confidentiality

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

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

Clarification of Bids

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

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

12.4. Examination of Bids, and Determination of Responsiveness

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

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

A material deviation or reservation is one:-

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;
- whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

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

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

12.5. Negotiation on Bids

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

12. BID VALIDITY

13.1 Bids shall remain valid for the period of **180 (One Eighty)** days from the date of opening of the price bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non responsive.

13.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in

writing or by email. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

14. STATUTORY EXEMPTIONS:

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

15. BID SECURITY (EMD)

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

BID SECURING DECLARATION

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

16. TENDER PROCESSING FEE

THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE

17. ALTERATIONS AND ADDITIONS

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

18. INDEMNIFICATION CLAUSE

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

19. SECURITY DEPOSIT

THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE

20. PERFORMANCE BANK GUARANTEE

- 20.1. An amount of 5% of Basic Price (less GST) shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after 365 days from the date of receipt of material and acceptance at

designated HLL delivery point. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released as explained in section 22 – Payment Terms.

21. FORFEITURE OF SECURITY DEPOSIT

THIS HAS BEEN DELETED FROM THE TENDER, HENCE NOT APPLICABLE

22. PAYMENT TERMS

22.1 No Advance payment shall be given.

- a. **90% of the payable amount will be released within 120 days** of delivery and acceptance of consignment.
- b. **5% of payable amount will be released after the final** acceptance of consignment at the authorities at the destination countries.
- c. **Remaining 5% will be released after 365 days** from the date of receipt of material and acceptance at designated HLL delivery point. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

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

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

23. DELIVERY TERMS

Goods must be delivered within 3 days of issue Notification of Award /Letter of Intent / Purchase order by HLL in one time delivery basis. These items are being procured against emergency relief requirement from different Departments of Govt. of India. Any delay beyond the stipulated time of 3 days will result in cancellation of the PO.

24. DELAY IN DELIVERY OF GOODS

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

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

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

24.3 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed

Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

24.4 If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of Supplier and if the purchase happens at a price higher than the ordered rates, the Purchaser shall have the right to claim the difference upon whom order was originally placed and Supplier will be under obligation to pay the same. The Purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

25. TAXES AND DUTIES

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

26. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

“Not applicable, as products manufactured in India only be eligible for quoting against this tender”

27. INSPECTION AND TESTS

- 27.1 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.
- 27.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 27.3 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 27.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

27.5 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

28. INDEMNITY:

The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 9

29. SHORT SUPPLY:

If any shortages in sealed boxes are detected, then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

30. PARALLEL RATE CONTRACTS:

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

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

31. IN CASE OF DEFAULT

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

32. RISK PURCHASE

If L1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

33. FORCE MAJEURE

- 33.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

34. GOODS REPLACEMENT:

If goods are found to be defective during the sample testing by HLL or Quality related market complaint, on arrival of the material at designated HLL delivery point, supplier must replace the quantity free of cost with fresh batch upon demand by HLL. However replacement of goods will be accepted by HLL subject to the concurrence from the ordering institute else the purchase order will be cancelled and Clause 24 (Delay in delivery goods) will be applied under the discretion of HLL.

35. CLARIFICATIONS ON BIDS

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

36. CONTACTING HLL

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

37. HLL’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof
The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

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

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

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

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

38. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

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

39. EVALUATION AND COMPARISON OF BID

- 39.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.
- 39.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner and to the extent indicated in GIB Clause 35.3 and in the technical specifications:
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Ltd Stores, anywhere in India.
- 39.3 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for each main equipment.

40. Recall

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

41. SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

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

42. MAJOR RESPONSIBILITIES OF SUPPLIER

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

The final quantities mentioned in Annexure 4 may vary as per the final requirement and the order may be placed in single or multiple lots during the bid validity period.

43. GOVERNING LANGUAGE

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

44. AWARD CRITERIA

The Purchaser will enter into an agreement with the successful bidders who is lowest bidder for each quoted item as per annexure 04 and whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

45. NOTIFICATION OF AWARD

After completion of evaluation of tender, HLL will notify the successful Bidder. The notification of award/ Letter of Indent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Indent/ Purchase order on the same day as the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order. The conditions mentioned in the the Notification of award/Letter of Indent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same.

46. TERMINATION

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

47. AGREEMENT:

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

48. FALL CLAUSE

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

49. MRP PRINTING

MRP should not be printed in any package

50. CORRUPT OR FRAUDULENT PRACTICES

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

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

- (c) Collusive practice Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
- (d) Coercive practice Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

51. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

“Not applicable, as products manufactured in India only be eligible for quoting against this tender”

52. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's):

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

53. Shelf Life

The remaining shelf life, if applicable for the product, should be at least 85% (in case of shelf-lives more than 2 years) or 75% (in case of shelf-lives 2 or less than 2 years)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

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

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. SUBCONTRACTS

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the

contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

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

7. PATENT RIGHTS

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

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

8. INSURANCE

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

9. CHANGE ORDERS

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

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

10. ASSIGNMENT

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

11. TERMINATION BY DEFAULT

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

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

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

12. TERMINATION FOR INSOLVENCY

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

13. APPLICABLE LAW

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

14. NOTICES

- 14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15. TAXES AND DUTIES

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

16. PACKING

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

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

Special Conditions of Contract (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

Section 1

Technical Specification (TS)

Sl. No	Item Name	Quantity (nos)	Specification
1	Oxygen Flow - Meter	5000	:Humidifier provide patient with comfortable and therapeutic Humidity : Leak Proof : Bottle - Polycarbonate : Tube - Polyprpylene : Spindle for the adjustment : Rotameter Presure Gauge Products should be manufactured in India
2	Oxygen Nasal Cannula	6000	Sizes: Adult / Paed / Infant Material : Very Soft, twin prong nasal tips to provide maximum patient comfort, Soft & Kink Resistant PVC tubing. , Non-Sterile , Tubing Length 210 cm Products should be manufactured in India
3	Oxygen Face Mask	6000	: Material - Medical standard of PVC. :Turn-up rim ensures comfortable wearing. : With head strap and adjustable nose clip. : Length of tube: 2mtr : Color: green or transparent : Size: adult/pediatric standard Products should be manufactured in India
4	Non - Rebreather Mask	3000	: Material - Made from standard of PVC. : With head strap and adjustable nose clip. : The star lumen tubing : Oxygen bag: : Length of tube: 2 mtr : Color - green or transparent : Size - adult/pediatric standard, Products should be manufactured in India
5	Pulse Oxymeter	800	: 2 Color LED display : Display SpO2, PR, PI, SpO2 Waveform : Display Signal Strength : Four display modes : Low Voltage indicator, low power consumption : 2 AAA alkaline batteries : Light, compact, attractive design Products should be manufactured in India

6	Infrared Thermometer	800	<ul style="list-style-type: none"> : Non-contact measurement method : Body mode -35oC to 42oC:±0.2oC, 34oC to 34.9oC:±0.3oC, 42.1oC to 42.9oC:±0.3oC : Operation Temp: 10oC-40oC(50oF to 104oF)Rh≤85% : Ultra-fast measurement : Forehead type : Backlit Display : Fever alarm <p>Products should be manufactured in India</p>
7	High Flow Nasal Cannulas	250	<ul style="list-style-type: none"> : Soft Touch Tubing - Flexible and gentle on the ears and face, minimising friction and pressure on delicate tissues. : Adjustable Slider : Secure and comfortable fitting without the need for a head or neck strap. : Sizing Guide - Quickly and easily select the correct size for each patient using the individual sizing guide. : Patient Type Colour Coding - The colour coded range of seven cannula sizes provides an excellent match to the individual needs of all patient groups, from premature babies through to adults. : Compatibility: The included adaptor provides a secure connection to both 22mm and 15mm respiratory limbs. : Soft Prongs - Anatomically curved, large bore nasal prongs minimise any jet effect and improve patient comfort even at high flow rates. <p>Products should be manufactured in India</p>

SELF - DECLARATION

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh.

Tender No. HLL/SD/RBD/2021-22/TENDER/05

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

Dear Sir,

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

We certify that ;

- I. The products should have relevant & valid ISO/BIS or any other quality assurance certification issued by the concerned authorities.

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

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

Date:
Place:

Signature:
Name:
Designation:
Seal:

BID FORM

Annexure-02

Ref:

Date:

To,

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

Dear Sir,

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/05

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

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

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

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to 6 months from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for Supply of Medical Devices & Disposables to HLL designated delivery point.

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

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

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/05

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

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to HLL stores/ware house free of cost within 30 days.

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

PRODUCT LIST

TENDER No – HLL/SD/RBD/2021-22/TENDER/05 Dated 22.07.2021

SL NO	PRODUCT DETAILS	Quantity (nos)
1	Oxygen Flow - Meter	5000
2	Oxygen Nasal Cannula	6000
3	Oxygen Face Mask	6000
4	Non- rebreather Mask	3000
5	Pulse Oxymeter	800
6	Infrared Thermometer	800
7	High -flow nasal cannulas (HFNCs)	250

ANNEXURE – 05

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

Note

- Bidders may adopt appropriate packing mode, however shall ensure that the packing must be suitable for cargo handling/export by air. There may also be a branding requirement in the tertiary packing.**
- Product literature must be printed in English**

SPECIMEN LABEL FOR OUTER CARTON

Product Name :
Batch No. :
Mfg. Date :
Exp. Date :
Total Quantity :
Net Weight of the Carton :
Manufactured By :

Annexure-06

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Dear Sir,

Bid Ref. No. _____

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

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

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

Your faithfully,

(Name)

for and on behalf of M/s _____

(Name of Manufacturers)

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

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

LIST OF QUOTED PRODUCT

SI No	Name of Items	Qty in nos	Make/ Model	Manufactured by	ISO/BIS (Yes / No)	Manufactured in India (yes / no)
1	Oxygen Flow - Meter	5000				
2	Oxygen Nasal Cannula	6000				
3	Oxygen Face Mask	6000				
4	Non- rebreather Mask	3000				
5	Pulse Oxymeter	800				
6	Infrared Thermometer	800				
7	High -flow nasal cannulas (HFNCs)	250				

Category details of organization

SL No.	Description	Yes/No
1.	Whether the organization belongs to the MSME category	
2.	If yes whether the organization belongs to MSE category	
3.	Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	Whether the MSE organization belongs to woman entrepreneur.	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

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

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

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 09

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

INDEMNITY CERTIFICATE

Dear Sir,

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Performance Bank Guarantee Format

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

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

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

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

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

Signature and Seal of Guarantors

Date: _____ 20__

Address: _____

Annexure 11
CHECK LIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
3	Duly attested copies of factory license/ manufacturing license/ Industrial license along with product list, sales tax registration.			
4	The product should have relevant & valid ISO/BIS (refer detailed Technical Specification - (TS) in Section 1) or any other quality assurance certification issued by the concerned authorities for all other offered products.			
5	Copy of Udyog Aadhaar, in case of MSME bidders			
6	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
7	Documentary proof for establishing the average annual turnover of Original Manufacturers having a minimum average annual turnover of Rs.10 Crores (Rupees Ten Crores only) during the last three years i.e. 2018-2019, 2019-20 and 2020-2021. In case of Authorized agents they must submit the documentary proof for minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 is Rs. 1 crore (Rupees One crore only). and documentary proof for establishing their Principal manufacturers meets the eligibility criteria for original manufacturer as specified above. In case of bid by authorized agents, manufacturers authorization form must be attached with the bid submitted. If an Original Manufacture is participating in the tender but wishes to make the supplies through its authorised agent , the manufacturer has to ensure that the Authorised minimum average turnover in the last three years i.e., 2018-2019, 2019-20 and 2020-2021 (original / provisional) is Rs. 1 crore (Rupees One crore only)and documentary proof for the same has to be attached			
8	Copy of Recent Non conviction certificate (self certified)			
9	Power of Attorney in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
10	Authorization letter from manufacturer (Self-attested Copy).			
11	Annexure 1 - Self Declaration			
12	Annexure 2 - Bid Form			
13	Annexure 3- Under taking letter for replacement of complaint/defective goods			
14	Annexure 4- Product List			
15	Annexure 5 - Instruction of Packaging			
16	Annexure 6 - Manufacture Authorization Form			
17	Annexure 7 - List of Quoted Product			
18	Annexure 8 – Category details of Organization			
19	Annexure 9 - Indemnity Certificate			
20	Annexure 10 – Performance Bank Guarantee Format			

21	Annexure 10 - Check List			
22	Annexure 11 - Bid securing Declaration			
23	Copy of PAN Card & GSTN details			
24	Documentary proof to establish that the products are manufactured in India			
25	Documentary proof for establishing that the products offered are meeting the technical specifications mentioned			

BID SECURING DECLARATION

Tender: Supply of Medical Devices & Disposables for onward supplies to Bangladesh

Tender No. HLL/SD/RBD/2021-22/TENDER/05

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

Dear Sir,

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

Signature

Name

Designation and Common Seal

Station

Date