

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
(भारत सरकार का उद्यम) **(A GOVT.OF INDIA ENTERPRISE)**  
पेरूरकडा पी.ओ. **PEROORKADA. P.O,**  
तिरुवनन्तपुरम-६९५००५ **THIRUVANANTHAPURAM-695 005**  
केरल, भारत **KERALA, INDIA**  
**PHONE NO: 0471 2435013 / 0471 2435325**  
**EMAIL: [materialsnt@gmail.com](mailto:materialsnt@gmail.com) / [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com)**  
**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

सिलिकॉन तेल की आपूर्ति के लिए ग्लोबल ई-निविदा  
**GLOBAL E-TENDER FOR THE SUPPLY OF SILICONE OIL**

**तकनीकी-व्यावसायिक बोली**  
**TECHNO-COMMERCIAL BID**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

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### **ग्लोबल ई-निविदा नोटिस GLOBAL E-TENDER NOTICE**

हमारी पेरूरकडा फैक्टरी, तिरुवनंतपुरम, कनगला फैक्टरी, बेलगाम , कर्नाटका और ऐरापुरम फैक्टरी, कोच्ची के लिए छह महीने के लिए सिलिकॉन तेल की आपूर्ति के लिए खुले दो बोली प्रणाली (तकनीकी और मूल्य) के अधीन ई-निविदा आमंत्रित की जाती हैं। June-2019 से November-2019 अवधि के दौरान कोई मूल्य वृद्धि और किसी भी आधार पर नियम और शर्तों में कोई परिवर्तन नहीं किया जाएगा।

E- tender under open two bid system (Technical and Price) are invited for the **Supply of Silicone Oil to our Peroorkada Factory-Thiruvananthapuram, Kerala, Kanagala factory-Belagavi, Karnataka and Kakkanad Factory-Cochin, Kerala** for a period of 6 months from June-2019 to November-2019. During the period, no price escalation and no change in terms and conditions will be allowed on any ground.

एचएलएल ई-निविदा पोर्टल <https://etender.lifecarehll.com> लिंक के माध्यम से एक्सेस किया जा सकता है:  
HLL e-tender portal can be accessed through the link: <https://etender.lifecarehll.com>

अंतर्राष्ट्रीय बोलीदाताओं के मामले में ईएमडी राशि 3000 अमरीकी डालर का भुगतान करके निविदा में भाग ले सकते हैं। घरेलू विक्रेताओं के मामले में 200000 (दो लाख) डीडी के रूप में तिरुवनंतरम में देय एचएलएल लाइफकेयर लिमिटेड के नाम में भुगतान करके निविदा में भाग ले सकते हैं।

Bidders can participate in the tender by paying an EMD amount of USD 3000/- in the case of International Bidders or Rs. 200000 (Two Lakhs) in case of domestic vendors to be submitted in the form of DD drawn in favour of M/s HLL Lifecare Limited payable at **Thiruvananthapuram**

विनिर्देश, अनुमानित मात्रा और अन्य शर्त व निबंधन आदि दस्तावेज में दिए गए हैं।

The specification, approximate quantities and other terms etc. are given in the document.

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ईएमडी के प्रस्तुतीकरण के अंतिम तारीख एवं समय

Last date and time for submission of EMD : 21.05.2019; 14.00 Hrs

बोली प्रस्तुतीकरण के अंतिम तारीख एवं समय

Last date and time for submission of bid : 21.05.2019; 15.00 Hrs

तकनीकी बोली खोलने के तारीख एवं समय

Date and time of opening technical bid : 21.05.2019; 15.30 Hrs

#### **बोली लगाने वाले के लिए निर्देश/Instruction to Bidders**

1. कृपया बोली लगाने की कार्यवाही के पहले बोलीधारकों के सहायक दस्तावेज पढ़िए।  
Please go through the bidders help document before proceeding for bidding.
2. पोर्टल में विस्तृत ट्यूटोरियल वीडियो / मैनुअल, बार बार पूछे जाने वाले प्रश्न उपलब्ध हैं।  
Detailed step-step tutorial video/ manual, frequently asked Questions are available in the portal.
3. बोली लगाने के पहले यह सुनिश्चित किया जाय कि सभी पूर्वापेक्षाएँ की गयी हैं। Please ensure that all prerequisites are in place before starting for bidding.

**वरिष्ठ प्रबंधक (क्रय)**

**SENIOR MANAGER (PURCHASE)**

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## **CONTENTS OF BID DOCUMENT**

### **I. INSTRUCTIONS TO BIDDERS**

### **II. TECHNICAL BID FORMS**

Sl.No	Schedules	Description	Page Nos.
1.	SCHEDULE - A	SPECIFICATION	6-7
2.	SCHEDULE - C	TERMS & CONDITIONS	8-10
3.	SCHEDULE - F	QUESTIONNAIRE GENERAL INFORMATION OF VENDOR	11-12
4.	SCHEDULE - G	VENDOR DEVELOPMENT FORM	13-15
5.	SCHEDULE - H	DECLARATION ACCEPTING TERMS AND CONDITIONS	16
6.	SCHEDULE - J	PRE-CONTRACT INTEGRITY PACT	17-28

Bidders are requested to attach following filled documents in the Technical bid(C-Folder)

- 1) Schedule A, Schedule-F, Schedule- G, Schedule- H, Schedule- J and ISO certificate for new vendors.**
- 2) Schedule- H, Schedule- J and ISO certificate for vendors already qualified as per tender number mentioned in “instruction to bidders - clause 3 ”.**

### **III. PRICE BID FORMS**

1	SCHEDULE - I	PRICE BID	29
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**Bidders are requested to submit their price bid through the portal.**

Bidders are requested to enter price bid separately for each line item in the portal.

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### **INSTRUCTION TO BIDDERS**

1. The Technical Bid should be accompanied by Earnest Money Deposit (EMD) in the form of DD drawn in favour of M/s. HLL Lifecare Limited payable at **Thiruvananthapuram** for a sum of USD 3,000/- in the case of International Bidders or Rs. 2,00,000 (Two lakhs) in the case of Domestic vendors. The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period. The EMD of the unsuccessful bidder will be refunded after finalization of the tender.
2. The technical bid will be valid for a period of one year from 01.06.2019 to 31.05.2020 and the price bid will be valid for a period of 6 months from 01.06.2019 to 30.11.2019. During the period no price escalation and no change in terms and conditions will be allowed on any ground.
3. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. Those bidders who have participated in HLL Tender No. PUR/08/R1/PQ/CP/2/2017-18 or HLL/PFT/PUR/Silicone Oil/2018 or PUR / 08 / R1 / PQ / SO-2 / 2018-19 and got approved in the Technical bid shall not submit their Technical Bid against this Tender. They will be considered as technically qualified for this bid. **But they have to submit declaration as per schedule H, Pre-Contract Integrity Pact as per Schedule-J and ISO certificate.** The date and time of opening of price bid will be intimated separately. The Price Bids of Tenderers who do not qualify will not be opened.
4. The material will be procured only from approved vendors. In the case of new vendors, material will be procured only after the sample is approved. HLL may also conduct facility audit, if required, before procurement from new vendors.
5. New vendors are required to attach their company profile along with Technical Bid (C-folder)

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**SILICONE OIL**

**Schedule –A**  
**Page 1 of 2**

**SPECIFICATION:-**

1. Grade: Matching USP/BP/EP Grade
2. Chemical Name: Poly Dimethyl Siloxane
3. Characteristics -Clear, colourless odourless liquid
4. Acidity: Not more than 0.10ml of 0.050N Alcoholic Potassium hydroxide.
5. Identification: Matches standard spectra
6. Viscosity (at 25 deg.C )(spindle no:2):332.5 to 350.0 CST
7. Loss on heating (At 150deg. C for 2 hours) : 0.3 %maximum
8. Specific gravity (at 25deg C) - 0.965 to 0.973
9. Refractive index (at 25deg C) - 1.4013 to 1.4053
10. Phenylated compounds- 0.2 maximum
11. Heavy metals: 5 ppm maximum-
12. Assay IR (%) : 97 - 103%
13. Toxicity: Non toxic/non irritant to human skin
  
14. Other requirements :(1) The supplier has to submit the report of cytotoxicity, skin irritation, skin sensitization, acute systemic toxicity and acute oral toxicity from Labs having National or International accreditation at A frequency of once in a year.(2) The COA should contain all the parameters in the above specification. "
  
15. A declaration confirming that the product offered by you is environment friendly i.e., non-hazardous to the environment is to be enclosed.
  
16. The bidder should be able to furnish Certificate of Analysis of the product for each batch / lot containing all the parameters in the above specification.

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**30.04.2019**

**Schedule –A**  
**Page 2 of 2**

**Quantity : 360 MT**

Peroorkada, Thiruvananthapuram, Kerala, India	- 300 MT
Kanagala, Belagavi, Karnataka, India	- 40 MT
Kakkanad, Cochin, Kerala, India	- 20 MT

**Destination :**

International bidders are required to quote the rate as per the following:

1. For supply CIF Cochin Port, Kerala, India for Peroorkada unit, Thiruvananthapuram and Kakkanad unit, Cochin
2. For supply CIF Nav Sheva, Mumbai, Maharashtra for Kanagala unit, Belagavi, Karnataka.
3. For supply FOB rates (The Port shall be mentioned)

Domestic bidders are required to quote as per the following:

4. For the supply at HLL Stores, Peroorkada unit, Thiruvananthapuram
5. For the supply at HLL Stores, Kanagala unit, Belagavi.
6. For the supply at HLL Stores, Kakkanad unit, Cochin

We hereby agree to supply the above material as per the specification listed herein.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE :

(WITH OFFICE SEAL)

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**30.04.2019**

**SCHEDULE – C**  
**Page 1 of 3**

### **TERMS & CONDITIONS**

1. The technical bid will be valid for a period of one year from 01.06.2019 to 31.05.2020. The quoted rate shall be valid for a period of **6 months from June-2019 to November-2019**. During the period, no price escalation and no change in terms and conditions will be allowed on any ground.
2. In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period, HLL would procure the material from alternate source at the risk and cost of the supplier. **In such cases, the additional cost incurred will be recovered from the supplier.**
3. Failure to supply the material for any of the above reasons will also entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of two years.
4. The quantity mentioned herein is approximate annual requirement and in case the company requires less / more quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
5. HLL reserves the right to split up the quantity and place the order on more than a supplier and also reserves the right to accept or reject the offer without assigning any reason.
6. SSI/MSE interested in units availing exemption from payment of EMD should submit a valid copy of their Udyog Adhar registration certificate. But the Party has to provide Security deposit (equivalent to EMD amount) if Tender is awarded to them. Security deposit will be 5 % of the order value subject to a maximum of Rs. 2 lakhs.



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**SCHEDULE – C**

**Page 2 of 3**

7. 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
8. Startup units interested in availing exemption from payment of tender fee & EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them.
9. Since this being an open bid interested bidders, need to first Register for the bid. For this first log in to portal using your log in credentials, select the particular RFX and in the detail screen click on "Register" icon. This is a mandatory prerequisite for all further activities like, Tender fee& EMD acknowledgement, Creating the Response & receiving E-mail communications with reference to the RFX etc.
10. The tender is liable to be suspended or cancelled at anytime at discretion of the company without assigning any reason.
11. In the event of placing orders: -
  - a) The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period.
  - b) The remaining period of shelf life of material on arrival at HLL stores should be minimum 5/6<sup>th</sup> of the total shelf life.
  - c) Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.

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**SCHEDULE – C**  
**Page 3 of 3**

- d) In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from HLL. The procedure in this regard would be as follows:-
- I) Material shall be returned through a Transporter indicated by the supplier or through our approved Transporter on freight to-pay basis.
  - II) Alternatively the rejected material shall be destroyed at our end.
  - III) The cost incurred for disposal of the rejected material shall be recovered from supplier.
  - IV) The supplier is required to replace the rejected material failing which HLL reserves the right to procure the material from alternate source(s) at supplier's risk and cost.
12. The rate quoted should compulsory include basic rate, applicable taxes & freight. This is in view of change in GST percentage as applicable. International bidders have to quote the rate both for CIF & FOB.
13. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram / Kochi / Belagavi as the case may be.

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**SCHEDULE - F**

**Page 1 of 2**

**QUESTIONNAIRE**

**(General information of the manufacturer / supplier)**

1. Name & Address of the Supplier with :
  - (a) Name of contact person
  - (b) Telephone No.
  - (c) Mob. No:.
  - (d) E-mail Address
  - (e) Whether proprietary/partnership/  
Limited company.
  - (f) Specify whether SSI / MSE unit
  - (g) If Yes, pl specify if your unit is owned by :  
SC/ST/ Women entrepreneur
2. . How many years have you been in the :  
business of manufacturing/selling?
3. What is your annual production capacity :
4. Indicate the quantity you can supply HLL :  
per month
5. What would be the minimum period :  
required to deliver the ordered quantity  
from the date of confirmed purchase  
order?
6. Have you been a supplier to any Condom :  
Manufacturer, if so give details of the  
name, address, quantity and values of  
orders received and executed during the  
last three year? (Attach separate sheet)
7. Kindly furnish the name and address of :  
the Transporter through whom the rejected  
material is to be returned on freight to pay  
basis.

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**E-Tender No: E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE – F**  
**Page 2 of 2**

**QUESTIONNAIRE**

8. What is your Annual Turn Over during the :  
last 3 years?  
(Copy of P&L and Balance sheet to be attached.)
9. Details of GST registration (GST NO) :
10. Name & Address of your Banker(s) :
11. A/C no & Swift Code :
12. Any other details :

All the information provided herein is true & correct.

PLACE:  
DATE :

NAME & SIGNATURE OF THE APPLICANT  
(WITH OFFICE SEAL)

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पेरूरकडा पी.ओ. **PEROORKADA. P.O.**,  
तिरुवनन्तपुरम-६९५००५ **THIRUVANANTHAPURAM-695 005**  
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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE – G**  
**Page 1 of 3**

**QUESTIONNAIRE FOR VENDOR DEVELOPMENT**  
**(TO BE FILLED BY NEW VENDORS)**

**NAME OF PRODUCT:**

1) Name & Address of the Manufacturer :

Name of contact person  
Telephone No.  
Mob. No.  
E-mail Address

(i) Whether proprietary/partnership/  
Limited company.  
(ii) Furnish Name/s, address,  
phone nos. of Proprietor/  
Managing partner/ M.D / Director's  
(Attach separate sheet)

Specify whether SSI / MSE unit  
If Yes, pl specify if your unit is owned by :  
SC/ST/ Women entrepreneur

2) Details of tax registration :-  
GST No. :

3) Name & Address of your Banker(s)  
Account no. :  
Swift Code

4) Annual Turn over :

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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE – G**  
**Page 2 of 3**

- 5) Do you have a Quality Control department. If yes, give the details of the facilities. : Yes/No
- 6) a) Do you have inspection for incoming materials : Yes/No  
b) Do you have in process inspection facilities : Yes/No  
c) Do you have final inspection of the product : Yes/No
- 7) Do you have any accreditation : Yes/No  
(a)ISO 9001  
(b)Any National/International Laboratory/Authority Certification  
If 'Yes', give details along with a copy of certificate issued by them.
- 8) Do you have an environmental policy / ISO 14001 certification? : Yes / No  
If yes, please give the details.
- 9) Furnish the details of testing equipments.
- 10) Have you been assessed previously by HLL : Yes/No
- 11) List of customers  
a) Government Dept. / PSU's  
b) Private Sector

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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE – G**  
**Page 3 of 3**

12) Have you furnished the sample along with this format :

Yes/No

Place :  
Date :

**NAME AND SIGNATURE OF THE VENDOR**  
(Office Seal)

This is to be filled up by **HLL LIFECARE LIMITED, THIRUVANANTHAPURAM**

Recommendation/Remarks of the committee

Committee Members:

1.Head of Quality Control/Head of Technical Services and Material Testing

2.Head of User Department

3.Head of Purchase Department

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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE - H**  
**Page 1 of 1**

**TECHNICAL BID**

**Item: SILICONE OIL**

**DECLARATION**

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT

SIGNATURE  
NAME AND ADDRESS OF APPLICANT



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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 1 of 12

### **PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of **May 2019**,

#### **Between**

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

#### **And**

M/s \_\_\_\_\_ with office at .....represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

#### **Preamble**

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

**NOW, THEREFORE,**

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 2 of 12

2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Clause.1. Commitments of HLL**

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be

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**GST No.32AAACH5598K2Z9**

**E-Tender No: E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J

Page 3 of 12

debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.2 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 2.4 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.5 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.6 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 4 of 12

- 2.7 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.8 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.9 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.10 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.11 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.12 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.13 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 5 of 12

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.16 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.17 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.18 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.19 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 6 of 12

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

**3.1**

The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

Government Department in India that could justify BIDDER's exclusion from the tender process

**3.2**

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**3.3**

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

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

**4.1**

The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

**4.2**

HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

**4.3**

HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J

Page 7 of 12

### **Clause .5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.



एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
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**GST No.32AAACH5598K2Z9**

**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J

Page 8 of 12

- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

**Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU



एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**  
(भारत सरकार का उद्यम) **(A GOVT.OF INDIA ENTERPRISE)**  
पेरूरकडा पी.ओ. **PEROORKADA. P.O,**  
तिरुवनन्तपुरम-६९५००५ **THIRUVANANTHAPURAM-695 005**  
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**PHONE NO: 0471 2435013 / 0471 2435325**  
**EMAIL: [materialsnt@gmail.com](mailto:materialsnt@gmail.com) / [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com)**  
**GST No.32AAACH5598K2Z9**

**E-Tender No: E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

SCHEDULE – J  
Page 9 of 12

and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

**Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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**30.04.2019**

SCHEDULE – J  
Page 10 of 12

- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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

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

**Clause.9. Facilitation of Investigation**

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

**Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

**Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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**30.04.2019**

**SCHEDULE – J**  
**Page 11 of 12**

### **Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

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

### **Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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**E-Tender No: PUR / 08 / R1 / PQ / SO / 2019**

**30.04.2019**

**SCHEDULE – J**  
**Page 12 of 12**

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

**HLL**

**BIDDER**

Name:  
Designation:  
HLL Lifecare Limited,  
Thiruvananthapuram.

Authorized Officer Name:  
Designation:  
Signature :

Witness

Witness

1.....

1.....

2.....

2.....

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

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**30.04.2019**

**SCHEDULE – I**  
**Page 1 of 1**

### **PRICE BID for SILICONE OIL**

**Bidders are requested to submit their price bid through the portal**

Six line items are included in the tender.

**International bidders** are required to quote the rate as per the following:

1. **First line** CIF Cochin Port, Kerala, India for Peroorkada unit- Thiruvananthapuram, Kerala and Kakkanad Unit-Cochin, Kerala. (Quantity mentioned is the combined quantity of Peroorkada unit and Kakkanad unit).
2. **Second Line** CIF Nav Sheva, Mumbai, Maharashtra for Kanagala unit, Karnataka.
3. **Third Line** FOB rates (Quantity mentioned is the combined quantity of Peroorkada unit- Thiruvananthapuram, Kerala, Kanagala unit-Belagavi, Karnataka and Kakkanad Unit-Cochin, Kerala)

**Domestic bidders** are required to quote as per the following:

4. **Fourth line** at HLL Stores, Peroorkada unit, Thiruvananthapuram.
5. **Fifth line** at HLL Stores, Kanagala unit, Belagavi.
6. **Sixth line** at HLL Stores, Kakkanad unit, Cochin.

Kakkanad unit, cochin is located within cochin special economic zone hence the GST is not applicable (NIL rate). In the case of international bidding i.e. against first, second and third line items above, HLL shall add basic customs duty, surcharge, IGST, clearing charges etc. for the delivery at HLL stores with the quoted rates for comparison purpose.