

Bid Document

Bid Details	
Bid End Date/Time	16-06-2021 14:00:00
Bid Opening Date/Time	16-06-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	HII Lifecare Limited
Office Name	HII Bhavan, Registered Office, Poojapura
Total Quantity	3000000
Item Category	surgical isolation or surgical masks
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

Surgical Isolation Or Surgical Masks (300000 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERAL	Conformity to EN 14683	Yes
	GSM of the Fabric (G/m2)	10 - 80
	No of Layers or Plies of Fabric	3
	Bacterial filtration efficiency (BFE)(%)	>=99
	Splash resistant	Yes, No
	Breathing resistance (mm of H2O/ cm2)	<=5(Splash Resistant)
	Securing Loops	Elastic
	Adjustable Flexible nose clip	With

Additional Specification Parameters - Surgical Isolation Or Surgical Masks (300000 pieces)

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Specification Parameter Name	Bid Requirement (Allowed Values)
BIS approved Certified as EN 14683:2019 Certified as ASTM F-1862-07 ISO 22612:2005 ISO 16603:2004	BIS approved Certified as EN 14683:2019 Certified as ASTM F-1862-07 ISO 22612:2005 ISO 16603:2004 Batch wise Test Report shall be submitted along with the consignments.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sreekumaran Nair V	110029,Free Generic Pharmacy, C/O HLL Lifecare Limited, All India Institute of Medical Sciences (AIIMS), Ansari Nagar, Central Delhi,	3000000	7

Buyer Added Bid Specific Additional Terms and Conditions

- 1.If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.Make in india specific authorisation certificate needs to be enclosed.
- 3.Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4.Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 5.Buyer Added text based ATC clauses

1) Actual delivery is to be done as follows - 50:50 basis is to be delivered **at FOR stores RDWH Bemina, Srinagar and at RDWH Nagrota, Jammu within 7 days** from the date of dispatch of order. Detailed delivery address shall be provided in the Purchase order.

2) PAYMENT TERMS: 100% payment within 90 days after receipt of the materials at HLL warehouses, receipt of original invoices and material receipt acknowledgement is applicable for this bid.

3) Sample Submission:

After receipt of the purchase order supplier shall provide a sample of the product within 3 days to the below mentioned address before commencing of the actual supply. The supply shall be initiated only after getting a written confirmation regarding the acceptance of the sample from HLL-

DEPUTY VICE PRESIDENT
RETAIL BUSINESS DIVISION-NORTH
HLL LIFECARE LTD

FREE GENERIC PHARMACY
ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS)
ANSARI NAGAR, NEW DELHI
CELL: 07834990707

4) HLL also reserves right to draw samples from the supplied quantity and will be sent to approved third party agencies to check the quality of the product. If the samples fail, then the products supplied will be rejected and full rejected quantity must be replaced immediately / in case if any payment made for the failed quantity that amount shall be refunded to HLL immediately.

5) Liquidated Damages: If the Seller fails to deliver any or all of the Goods/services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any contrivers/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract. 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.

Disclaimer

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

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

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

---Thank You---