

GLOBAL e-TENDER ENQUIRY DOCUMENT

FOR PROCUREMENT OF COLD CHAIN ITEMS
UNDER UNIVERSAL IMMUNISATION PROGRAMME
FOR
GOVERNMENT. OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

HLL/PCD/IMMU-14/2019

Through



HLL LIFECARE LIMITED

(A Govt. of India Enterprise)

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SECTION I**NOTICE INVITING e-TENDERS (NIT)**

Tender Enquiry No.: HLL/PCD/IMMU-14/2019-20

Date: 29/06/2019

Country	: India
Name of the project	: Universal Immunization Programme (UIP)
Name of the Work	: Procurement of Cold Chain Equipment(s)

(1) Procurement & Consultancy Services Division of **HLL Lifecare Limited (HLL)**, a Government of India Enterprise, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified bidders invites e-tenders, from eligible and qualified bidders for supply of Cold Chain Equipment under Universal Immunization Programme:

Schedule No.	Description of Items	Event No. (Rfx No.)	Consignee (detailed List of consignee enclosed at Section - XIX)	Qty. (Nos.)	Total Qty (Nos.)	Tender Processing Fee inclusive GST (in ₹)	Earnest Money Deposit (in ₹)
1	Ice Lined Refrigerator (Large)	3000004291	East Zone	368	1097	3,540	6,99,200
2		3000004292	North Zone	259		3,540	4,92,100
3		3000004293	South Zone	201		3,540	3,81,900
4		3000004294	West Zone	269		3,540	5,11,100
5	Ice Lined Refrigerator (Small)	3000004296	East Zone	1893	7670	8,850	32,18,100
6		3000004297	North Zone	1335		8,850	22,69,500
7		3000004298	South Zone	2352		8,850	39,98,400
8		3000004299	West Zone	2090		8,850	35,53,000
9	Deep Freezer (Large)	3000004300	East Zone	862	3089	5,900	13,79,200
10		3000004301	North Zone	1356		8,850	21,69,600
11		3000004302	South Zone	314		3,540	5,02,400
12		3000004303	West Zone	557		3,540	8,91,200
13	Deep Freezer (Small)	3000004304	East Zone	1063	6897	5,900	14,88,200
14		3000004305	North Zone	1484		8,850	20,77,600
15		3000004306	South Zone	3136		8,850	43,90,400
16		3000004307	West Zone	1214		5,900	16,99,600

**** Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AAACH5598K1ZZ)**

(2) Tender Timeline

Sl.	Description	Schedule
1.	Last date for receipt of Pre-bid queries	08-07-2019, 05:00 PM
2.	Pre-bid meeting date, time	09-07-2019, 11:00 AM
3.	Closing date & time for submission of online bids	30-07-2019, 01:00 PM
4.	Closing date & time for submission of tender processing fee and EMD in physical form*	30-07-2019, 02:00 PM
5.	Time and date of opening of online bids	30-07-2019, 02:30 PM
6.	Venue for :- <ul style="list-style-type: none"> • <u>Pre-Bid meeting</u> • <u>Submission of tender processing fee, EMD in physical form.</u> • <u>E-Tender Opening-Tech Tender</u> 	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

NOTE: - Bidders have to submit Original Bank Instruments for tender processing fee and EMD/ documentary proof for EMD exemption within the above mentioned date and time.

SPECIFIC Instructions for e-Tender Participation:-

- (3) Bidder should have valid Class 3-B Digital Signature Certificate with Encryption Key.
- (4) Bidders are requested to read the Bidder Help Document on e-tender web site link before proceeding for Tendering.
- (5) Prospective Bidder will have to register with E-procurement Portal of HLL Lifecare Limited at <https://etender.lifecarehll.com/iri/portal>. The video tutorials on the process to be followed for New Bidder Registration and Certificate Export are available under Bidder Help Documents. On completion of the registration process, Bidder will be provided with user ID and password within 48 hours (excluding non-working days). In order to submit the Tenders electronically Bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/decryption certificates).
- (6) Post receipt of User ID & Password, Bidder can log on for downloading & uploading tender document.
- (7) Bidders shall submit tender processing fee and EMD in physical form at the scheduled time and venue.
- (8) Bidder may download the tender enquiry documents from websites www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/iri/portal>.
- (9) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Lifecare Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation**

- (10) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- (11) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
- (12) All prospective Bidders may attend Pre-Bid meeting. Venue, date and time indicated is above.
- (13) Bidders shall ensure that their bids complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**
- (14) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission
- (15) The submission of online tenders can only be done through website of HLL Lifecare Limited <https://etender.lifecarehll.com/irj/portal>

IMPORTANT NOTE:-Tender processing fee (As applicable) and EMD (As applicable)/Exemption certificate (as per GIT clause 19.2) should be deposited in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** on or before 10-07-2019, 1400 hrs (IST) . **Submission beyond stipulated date & time would result in REJECTION of TENDER.**

HEAD (PCD)

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GENERAL INSTRUCTIONS TO TENDERER (GIT)
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A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2 Definitions:

- i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- iii) **“Tenderer”** means Bidder/the Individual or Firm submitting the Tenders/Quotation/e-Tenders.
- iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Tenderer along with its tender.
- viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x) **“Consignee”** means the Government Medical Store Depot (GMSD) Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xiii) **“Day”** means calendar day.

- xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders
- (iii) **“GIT”** means General Instructions to Tenderer
- (iv) **“SIT”** means Special Instructions to Tenderer
- (v) **“GCC”** means General Conditions of Contract
- (vi) **“SCC”** means Special Conditions of Contract
- (vii) **“DGS&D”** means Directorate General of Supplies and Disposals
- (viii) **“NSIC”** means National Small Industries Corporation
- (ix) **“PSU”** means Public Sector Undertaking
- (x) **“CPSU”** means Central Public Sector Undertaking
- (xi) **“LSI”** means Large Scale Industry
- (xii) **“SSI”** means Small Scale Industry
- (xiii) **“LC”** means Letter of Credit
- (xiv) **“DP”** means Delivery Period
- (xv) **“BG”** means Bank Guarantee
- (xvi) **“CD”** means Custom Duty
- (xvii) **“RR”** means Railway Receipt
- (xviii) **“BL”** means Bill of Landing
- (xix) **“FOB”** means Free on Board
- (xx) **“FCA”** means Free Carrier
- (xxi) **“FOR”** means Free on Rail
- (xxii) **“CIF”** means Cost, Insurance & Freight
- (xxiii) **“CIP (Destination)”** means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxiv) **“DDP”** means Delivery Duty Paid named place of destination (consignee site)

- (xxv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvi) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxvii) "Dte. GHS" means Directorate General and Health Services, MOH&FW
- (xxviii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) "GST" means Goods & Service Tax
- (xxx) "RT" means Re-Tender.
- (xxxi) GMSD means Government Medical Store Depot

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderer") provides the relevant information as well as instructions to assist the prospective Tenderer in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The Tenderer shall also read the Special Instructions to Tenderer (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the Tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

- 4.1 The tender submitted by the Tenderer and all subsequent correspondence and documents relating to the tender exchanged between the Tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the Tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the Tenderer and all subsequent correspondence and documents relating to the tender exchanged between the Tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Bidder

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

7.1 The Tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser/consignee will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Contents of Tender Enquiry Documents

8.1 In addition to Section I – "Notice inviting Tender" (NIT), the TE document include:

Section II – General Instructions to Tenderer (GIT)

Section III – Special Instructions to Tenderer (SIT)

Section IV – General Conditions of Contract (GCC)

Section V – Special Conditions of Contract (SCC)

Section VI – List of Requirements

Section VII – Technical Specifications

Section VIII – Quality Control Requirements

Section IX – Qualification Criteria

Section X – Tender Form

Section XI – Price Schedules

Section XII – Questionnaire

Section XIII – Bank Guarantee Form for EMD

- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance /CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Consignee List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

9. Amendments to Tender Enquiry Documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified only in the website(s) www.lifecarehll.com or www.eprocure.gov.in or etender.lifecarehll.com/irj/portal. **All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**
- 9.3 In order to provide reasonable time to the prospective Tenderer to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of e-Tender Enquiry Documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. **Any queries/ representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents Comprising the Tender

11.1 The tender shall be submitted online as mentioned below:

- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/ Brochures, OEM Certificate, etc.) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry

Note:

- (i) The Tender Processing Fee and EMD, in favour of HLL Lifecare Ltd, are to be submitted in physical form as per Section - I, Notice Inviting Tender, of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

DO NOT'S

Tenderer are requested **NOT** to submit the hard copy of Financial Tender along with the physical form of tender. In case the hard copy of financial Tender is submitted in physical form, the tender is liable for rejection. Also, uploading of the price Tender in prequalification Tender or technical Tender will **RESULT IN REJECTION** of the tender.

A) Details of Technical Tender (Un-priced Bid)

All Technical details e.g. Eligibility Criteria requested (as mentioned below) should be attached in ***C-Folder of e-tendering module***(Under ***Notes & Attachments*** of ***Rfx Information*** of ***Create Response*** window), failing which the tender stands invalid.

Bidder shall furnish following information along with technical tender (in pdf format):

- i) Techno-Commercial Bid in excel format provided with the tender enquiry.
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization strictly as per the prescribed format (Section - XIV).

- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xx) A self-declaration on Rs. 100/- non-judicial Stamp Paper that the goods offered in the tender are new and unused
- xxi) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason***

B) **Price Bid:**

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

- (i) **The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.**
- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- (iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.2 The authorized signatory of the Tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/ telex/ cable/ electronically shall be ignored.

12. Tender Currencies

- 12.1 The Tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed/ undertaken in India. **Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.**
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Tenderer, same should be clarified as “NA” by the Tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the Tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount

for combined schedules. However, while quoting for a schedule, the Tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) Any other taxes and duties which will be payable on the goods in India if the contract is awarded;
 - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), loading & unloading etc. would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) The prices of Site modification, as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
 - b) The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
 - c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery. Loading/ Unloading and other local costs Incidental to delivery of goods to their final destination as specified in the List of Requirements and Price Schedule
 - d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - e) The prices of site modification work (if any) as mentioned in List of Requirements, Technical Specification and Price Schedule; and

- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Local Duties & Taxes, if any applicable:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.3 Customs Duty:

The Purchaser will reimburse the Customs duty wherever applicable upon submission of documentary evidence.

13.5.4 Goods and Service Tax (GST)

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. For imported goods offered from abroad, shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 13.9 The need for indication of all such price components by the Tenderer, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected Tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D).
 - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - c) The details of the services to be rendered by the agent for the subject requirement.
 - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the
 - f) An Agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
 - g) Principal's/Manufacturer's original Proforma Invoice with the price bid

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the Tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- 15.2 DELETED.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

- 16.3 If an agent submits Tender on behalf of the Principal/OEM, the same agent shall not submit a Tender on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can tender but both cannot bid simultaneously for the same item/product in same tender.

17 Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the Tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
- a) In case the Tenderer offers to supply goods, which are manufactured by some other firm, the Tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The Tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the Tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - d) In case the Tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Government of India operated through Directorate General of Supplies & Disposals (DGS& D), New Delhi.

18. Documents establishing good's Conformity to Tender Enquiry Document

- 18.1 The Tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the Tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Tenderer, the Tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

18.3 If a Tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical/commercial acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to the remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1 (i) the Tenderer shall furnish along with its tender, earnest money for amount as shown in Section I, Notice Inviting Tender (NIT),. The earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The Tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the Tenderer falls in these categories, it should furnish copy of its valid registration details (with MSME, DGS&D or NSIC, as the case may be).

a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

b. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

- (i) Account Payee Demand Draft
- (ii) Fixed Deposit Receipt
- (iii) Banker's cheque and
- (iv) Bank Guarantee

19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Lifecare Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

HLL Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary: HLL Lifecare Limited.

Bank Details: 30307560520

IFSC Code: SBIN0004350

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.

- 19.6 Unsuccessful Tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Tenderer will be forfeited, if the Tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank or scheduled bank, but not cooperative banks in India by way of back-to-back counter guarantee and same should be submitted along with the bid.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Tenderer may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Tenderer, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A Tenderer, however, who may not agree to extend its tender validity after expiry of original validity period, the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of e-Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant PDF format. The relevant tender documents should be uploaded by an authorised person having Class 3-B digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of e-Tenders

22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance along with Techno Commercial Bid in Excel Format
 - a) Scanned copies of tender processing fee and EMD.
 - b) Manufacturer's authorization in case Tender is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - c) Tender Form as per **Section-X**.
 - d) Compliance of all terms and conditions of TED like - warranty, delivery period, delivery terms, payment terms etc.
 - e) Declaration regarding Fall Clause and Deregistration, debarment from any Government Department/ Agencies
 - f) Self attested copy of PAN & GST
 - g) Certificate of Incorporation/Declaration being a proprietary firm
 - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till end of FY March 2019, in pdf format.
 - i) Name, address and details of the account with respect to Tenderer and/ or beneficiary of L/C.
 - j) Quality Control Requirements as per Section VIII.
 - k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - l) Technical Tender along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
 - m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted
 - n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also
 - o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
 - p) A self-declaration on Rs. 100/- non-judicial Stamp Paper that the goods offered in the tender are new and unused.

- q) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason***

(ii) PRICE TENDER (Only ONLINE Submission).

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
- e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender
- 22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing time and date specified for submission of tenders. Along with Price Tender recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government hospitals should be uploaded in pdf form for price reasonability. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, *if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.*

24. Alteration and Withdrawal of e-Tender

- 24.1 The bidder is permitted to change, edit or withdraw its Tender on or before scheduled date & time of bid opening.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 25.3 This being a Two – Tender system, the **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the Tenderer in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) **The Tenderer has submitted hard copy of financial Tender (only online submission price Tenders are allowed)**
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD (Amount, validity etc.) or its exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
- (vii) Poor/ unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/ banned/ blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ in the quoted schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenderer. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Tenderer by registered/speed post etc. asking the Tenderer to respond by a specified date. If the Tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

30.1 Not applicable being e-Tender.

31. Qualification Criteria

31.1 Bids which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterprise25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

Note: - Definition of Start up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

32. Conversion of Tender Currencies to Indian Rupees

32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderer and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the Tenderer), on the goods if a contract is awarded on the Tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the Tenderer) on the goods if the contract is awarded on the Tenderer.

35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 The Purchaser reserves the right to give the price preference to small-scale sectors/MSME etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- I. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 5% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
- II. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs
- III. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored

Note: *If the bidder is an MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If an MSME bidder do not furnish the UAM Number along with bid documents, such MSME units will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.*

Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

35.4 Preference to Make in India: As per the order issued by

i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 &

ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof;

The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids.

36. Bidder's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, inter alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any Tender and to reject any or All Tenders

38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive Tenderer decided by the purchaser in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the “List of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the Tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful Tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful Tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful Tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/ Consignee reserves the right to issue the Notification of Award consigned wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

- 43.1 Failure of the successful Tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the Tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

44.1 The earnest money of the successful Tenderer and the unsuccessful Tenderer will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

45.1 The name and address of the successful Tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned namely the Consignee/Tenderer/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderer (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERER (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	-
B	8 to 10	TE documents	No Change	-
C	11 to 21	Preparation of Tenders	No Change	-
D	22 to 24	Submission of Tenders	Change	22 - 23
E	25	Tender Opening	No Change	-
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	-
G	38 to 45	Award of Contract	No Change	-

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender processing fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective Tenderer may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective Tenderer may upload Drawing files, if any, in **“.dwf”** format so that the size of document is less. This is a generic format and all software supports this format.

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- (v) The Individual file size of uploading is restricted up to 5 MB .Tenderer may upload multiple files (Not exceeding 5 MB individually) & name the files in a way, which describes the contents.
- (vi) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the Notes & Attachment under Details of item when the event is in Display Mode

AWARD of CONTRACT

- 1. The quantities in this tender (including additional quantities against the clause “Variation of Quantities at the Time of Award/ Currency of Contract”) can be used by both HLL Lifecare Limited as well as its 100% subsidiary company M/s HITES.**

SECTION – IV
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of Contract Documents and Information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/ Consignee, the supplier, shall furnish performance security to the Purchaser/ Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to up to 6 months after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 6 months beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the Contract Form– B in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases

shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

8.1 DELETED.

8.2 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. *In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."*

8.3 The Technical Specification and Quality Control Requirements incorporated in the Contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- 8.4 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.6 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.7 The purchaser's/ consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.

- 8.8 Goods accepted by the purchaser/ consignee and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.9 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

8.10 DELETED

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/ prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Name port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/ coordinators. In case the forwarding agent/ coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of air lifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.
- iii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/ provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and spares for the goods so that the same are during warranty and CMC period.

13. Incidental services

Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

14. Distribution of Dispatch Documents for Clearance/ Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of delivery, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply

the following documents to them by registered post / speed post (or as instructed in the contract) and also a scanned copy of these by email in pdf format:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) DELETED

Note:

1. In case of sea shipment minimum 14 days demurrage free period to be allotted and instructed to the shipping lines by the supplier/beneficiary.
2. Necessary instruction to be given by the beneficiary/ supplier to the Shipping line / airline/ agent / Console to file the IGM in the name of M/s. HLL Infratech Services Limited only.
3. In case of air shipments soft copy of Airway bill, Invoice and Packing list with catalogue of shipment has to be submitted to HITES/HLL prior to landing of shipment.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for **as mentioned in the technical specifications Section VII** after the goods or any portion thereof as the case may be, have been delivered to the final destination and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.

The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty will be acceptable.
 - b. Warranty will be inclusive of all accessories & consumables.
 - c. Replacement and repair will be undertaken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
- Any kind of motor/compressor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - Replacement and repair will be undertaken for the defective goods.
 - All kinds of painting, civil, HVAC, refrigeration, mechanical and electrical work
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the Tendering documents
- 15.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within next 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.

- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and CMC supplier shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the

Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

20.3 The entry tax, if applicable, the exemption certificate will be issued or the same will be reimbursed by purchaser/ consignee. The road permits will be issued by the consignee at the time of delivery of goods.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

TERMS AND MODE OF PAYMENT

A) Payment for Domestic Goods Or Foreign Origin Located Within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Four copies of supplier's invoice showing contract number, goods description, Quantity, Unit Price and Total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Certificate of origin

b) On Acceptance:

Balance 25% payment would be made against 'Final Acceptance Certificate' as per

Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. *FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.*

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Seventy Five (75) % of the net CIP price (CIP priceless Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified here under:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill marked freight prepaid and four copies of non-negotiable Bill of Lading/ Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/ Supplier's warranty certificate;
- (vi) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BV, TUV or equivalent (acceptable to the purchaser) prior to dispatch.
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce.

b. On Acceptance:

Balance payment of 25 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent On proof of final installation, commission and acceptance of equipment by the consignee OR 100% payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/ exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non-transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/ or amended for reasons not attributable to the purchaser/consignee, the charges there of shall be borne by the supplier.
- 21.5 The payment shall be made in the currency/ currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the Supplier's Performance

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- I. Imposition of liquidated damages,
- II. Forfeiture of its performance security and
- III. Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty / GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty/GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract
 - 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done
 - 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser

23. Liquidated Damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

During the above-mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for Default

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for Insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 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 which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/ Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing Language

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).
- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

- 31.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32 Withholding and Lien in Respect of Sums Claimed

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention

33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/ constituent of the Supplier/ its Indian Agent/ CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/ Consignee/ Government for performance of contract/ services including that of its Associates/ Sub Contractors under the Contract.
- The Supplier/its Indian Agent/CMC provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or Contract.
- 33.5 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.6 All claims regarding indemnity shall survive the termination or expiry of the contract
- 33.7 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V

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.

GCC Clause 23 Liquidated Damages to be read as

Subject to GCC clause 26, if the supplier fails to deliver any or all of goods within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods until actual delivery subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

Supply of goods mean supply up to points mentioned in List of Consignee.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

SECTION - VI**LIST OF REQUIREMENTS****Part I**

LIST OF REQUIREMENT						
Sch. No	Event No. (Rfx No.)	Description of Items	Consignee (detailed List of consignee enclosed at Section-XIX)	Qty. (Nos.)	Total Qty (Nos.)	Warranty Period in Years
1	3000004291	Ice Lined Refrigerator (Large)	East Zone	368	1097	5
2	3000004292		North Zone	259		5
3	3000004293		South Zone	201		5
4	3000004294		West Zone	269		5
5	3000004296	Ice Lined Refrigerator (Small)	East Zone	1893	7670	5
6	3000004297		North Zone	1335		5
7	3000004298		South Zone	2352		5
8	3000004299		West Zone	2090		5
9	3000004300	Deep Freezer (Large)	East Zone	862	3089	5
10	3000004301		North Zone	1356		5
11	3000004302		South Zone	314		5
12	3000004303		West Zone	557		5
13	3000004304	Deep Freezer (Small)	East Zone	1063	6897	5
14	3000004305		North Zone	1484		5
15	3000004306		South Zone	3136		5
16	3000004307		West Zone	1214		5

Part II: Required Delivery Schedule:**a) For Indigenous goods or for imported goods if supplied from India:****i. For Ice Lined Refrigerator, Deep Freezer:**

- (i) 100% of total ordered quantity (irrespective of consignee) within 90 days from the date of NOA.

b) For Imported goods directly from foreign:**i. For Ice Lined Refrigerator/Deep Freezer:**

- (i) First 100% of total ordered quantity (irrespective of consignee) within 90 days from the date of opening of L/C.

c) Note: The Purchaser/Consignee reserves the right to extend the delivery period up to one year from the date of NOA at its discretion.**Part III: Scope of Incidental Services:**

Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV:

Turnkey, as per details in Technical Specification.

Part V:

Required Terms of Delivery and Destination.

At Consignee Site—Specified in the List of Requirements.

Insurance (local transportation and storage) would be borne by the Supplier as per GCC clause 11. Insurance Certificate as per GCC Clause 11, i.e. 110% of the value to be insured in favour of M/s. HLL Lifecare Limited, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

The clearance of goods is to be arranged by the Indian Agent / Supplier and its charges shall be reimbursed by the purchaser on accrual basis.

No demurrage/ wharfage charges will be payable by the purchaser under any circumstances.

No advance payment will be payable for customs clearance/freight/insurance etc.

Destination/Consignee details are given in Section XIX

SECTION - VII

Technical Specifications

- Note 1:** Bidder's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The Tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Tenderer are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS and IEC safety Standards.
-

Schedule No.1 to 4

Ice Line Refrigerator- ILR (Large)

1. Description of Function:

- 1.1 Ice-lined refrigerators maintain temperatures of +2°C to +8°C minimum 8 hrs continuous or intermittent power supply should be sufficient per 24 hrs. to maintain vaccine temperature between 2°C to 8 °C.
- 1.2 Ice-lined refrigerators are required at various levels of health facilities since electricity supplies are rarely perfect and standby electricity supplies may not be available.

2 Operational Requirements:

- 2.1 Vaccine storage is required for RI (Routine Immunization), Campaign and new vaccine introduction.
- 2.2 Target holdover time should be 24hrs or more in a continuous external temperature of 43 °C.
- 2.3 Hot and cold compressor starting at 172 volts (22% below rated voltage).
- 2.4 Manufacturing process of the product should not use or produce hazardous chemicals-gases.
- 2.5 Appropriate Provision for drainage for the waste water.
- 2.6 Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
- 2.7 The unit should have ground clearance of minimum 100 mm.

3 Technical Specifications:

- 3.1 Net Vaccine Storage Capacity: 180-250liters within basket in place.
- 3.2 Freeze protection: Grade A, user independent freeze protection.
- 3.3 Construction Internal: Stainless 304 grade steel/Corrosion resistant polymer.
- 3.4 Corrosion Resistance Body External as well as internal.
- 3.5 Chest Front door type with CFC – free insulation.
- 3.6 Should have horizontal water cool pack covering the top of the basket in the chest type equipment. In case of Front opening equipment appropriate provision to reduce cooling loss at the time of the door opening.
- 3.7 Solid door with lock and handle.
- 3.8 Type: Compression Cycled, CFC-Free (both for refrigeration and insulation). All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.
- 3.9 Refrigerant: CFC-Free.
- 3.10 Temperature of a full vaccines to remain +2 °C to +8 °C during continuous availability of energy at ambient temperature as per WHO PQS Standard (WHO/PQS/E03/RF03.1 For Ice lined refrigerators) with intermittent/ continuous electricity supply 8 hrs in a 24 hrs cycle. The temperature difference between any two points in the cabinet should not be more than +2 °C once stabilized.
- 3.11 Inlet of Capillary should be outside the PUF body.
- 3.12 ON/OFF Switch and power indicator should be available

3.13 A Microprocessor based control unit should be provided for setting of temperature and display following features:

3.13.1 3 digit digital display (to one decimal point) of cabinet temperature.

3.13.2 Power on LED/LCD indicator.

3.13.3 Audio (minimum 65 dBA) and visual alarm against the violation of temperature range (less than +2° and more than +8 °C)

3.13.4 The unit should be sealed/ protected from dust, moisture or condensed water falling over it.

3.13.5 Sensor Accuracy for digital controller + 0.5 degree centigrade.

4 Microprocessor System Configuration

4.1 Programmable Micro-processor control unit with child lock facility.

4.2 Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation.

5 Accessories, spares and warrantee:

5.1 The equipment should have minimum warrantee including comprehensive maintenance of sixty months after installation or sixty six months after the supply whichever is later.

5.2 Vaccine Storage Basket/Tray allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement.

5.3 Stem Alcohol thermometer (specifications and standard as per MOHFW approved Annexure-1) -Two piece per unit

5.4 The supplier is required to maintain all the spare parts throughout the warrantee period and not less than ten years.

6 Environmental factors:

6.1 The unit shall be capable operating continuously in ambient temperature as per WHO-PQS norms for hot zone(+43 degree C)

7 Power Supply:

7.1 Power input to be 220-240VAC, 50Hz suitable as per Indian standard(The plug should be flexible and unbreakable sealed rubber type).

7.2 Voltage stabilizer as per the MOHFW approved specifications and standard enclosed as Annexure-2(applicable for external stabilizer).

8 Standards and Safety

8.1 Should meet WHO-PQS Standard (WHO/PQS/E03/RF03.1.for Ice Lined Refrigerators).

8.2 Test and inspection as per WHO-PQS procedure reference WHO/PQS/E03/RF03-VP.1 Testing should be carried out from WHO certified lab/NABL/STQC Labs. Certificate of testing should be currently valid till the supply and same must be verified by inspecting authority.

8.3 Colour code : WHITE

9 Documentation:

- 9.1 A paper copy of user/operator manuals to be supplied in English.
- 9.2 A paper copy of technical/wiring diagram/maintenance manuals to be supplied in English.
- 9.3 Certificate of inspection for technical compliance from an independent laboratory approved /recognized by WHO certified /National Accreditation Board for laboratories/STQC Labs is essential.
- 9.4 List of important spare parts and accessories with their part number and costing.

10 Packing of the equipment during shipment:

- 10.1 The supplier should provide strong and sufficient packing to ensure safe arrival of goods at the destination free from loss or damage.
- 10.2 A vertical arrow should be marked at the all sides of packages to ensure transportation of equipment in vertical position. TOP and BOTTOM should also be written.
- 10.3 To put label and signage's for HANDLE WITH CARE ON ALL SIDES OF THE CRATES as per packing & shipment norms.

11. Following messages/Information should be written in appropriate visibility at the Top/Front of the ILR

- 11.1 Place Ice lined refrigerator at least 10 cms away from the wall and 20 cms away from other equipment for free air circulation.
- 11.2 Use voltage stabilizer provided with the ILR in case of an inbuilt stabilizer, it should be mentioned on the equipment" This equipment has an inbuilt voltage stabilizer".
- 11.3 Safe temperature range +2 to +8°C
- 11.4 Store all UIP vaccines in ILR at CHC/PHC (OPV should be stored in deep freezer at State/Regional and district vaccine store).
- 11.5 Open the lid/door, only when needed.
- 11.6 Store only UIP vaccines.
- 11.7 Leave space between the vaccine boxes for air circulation.
- 11.8 Place a thermometer between the vaccines.
- 11.9 Net vaccine storage capacity in litres
- 11.10 Hold over time in hrs.
- 11.11 Serial number of the equipment.
- 11.12 Model number of the equipment.
- 11.13 Toll free number for maintenance support within warranty period.

Schedule No. 5 to 8
Ice Line Refrigerator- ILR (small)

1. Description of Function:

- 1.1 Ice-lined refrigerators maintain temperatures of +2°C to +8°C minimum 8 hrs continuous or intermittent power should be sufficient per 24 hrs. to maintain vaccine temperature between +2°C to +8°Cdeg. C.

- 1.2 Ice-lined refrigerators are required at various levels of health facilities, since electricity supplies are rarely perfect and standby electricity supplies may not be available.

2. Operational Requirements:

- 2.1 Vaccine storage is required for RI (Routine immunization), Campaign and new vaccine introduction.
- 2.2 Target holdover time should be 20 hrs or more in a continuous external temperature of + 43 °C.
- 2.3 Hot and cold compressor starting at 172 volts (22% below rated voltage).
- 2.4 Manufacturing process of the product should not use or produce hazardous chemicals-gases.
- 2.5 Appropriate Provision for drainage for the waste water.
- 2.6 Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
- 2.7 The unit should have ground clearance of minimum 100 mm.

3. Technical Specifications:

- 3.1 Net Vaccine Storage Capacity: 80-130 litres within basket in place.
- 3.2 Freeze protection: Grade A, user independent freeze protection.
- 3.3 Construction: Internal: Stainless 304 grade steel/ Corrosion Resistant polymer.
- 3.4 Corrosion Resistance Body External as well as internal.
- 3.5 Chest front door type with CFC – free insulation.
- 3.6 Should have horizontal water cool pack covering the top of the basket in the chest type equipment. In case of front opening equipment appropriate provision to reduce cooling loss at the time of the door opening.
- 3.7 Solid door with lock and handle.
- 3.8 **Type:** Compression Cycled, CFC-Free (both for refrigeration and insulation) All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.
- 3.9 Refrigerant: CFC-Free.
- 3.10 Temperature of a full vaccines to remain +2 deg C to +8 deg C during continuous availability of energy at ambient temperature as per WHO PQS Standard (WHO/PQS/E03/RF03.1.for Ice lined refrigerators) with intermittent/ continuous electricity supply 8 hrs in a 24 hrs cycle. The temperature difference between any two points in the cabinet should not be more than +2 deg.C once stabilized.
- 3.11 Inlet of Capillary should be outside the PUF body.
- 3.12 ON/OFF Switch and power indicator should be available
- 3.13 A Micro-processor based control unit should be provided with following features:
 - 3.13.1 3 digit digital display (to one decimal point) of cabinet temperature.
 - 3.13.2 Power on LED/LCD indicator.
 - 3.13.3 Audio (minimum 65 dBA) and visual alarm against the violation of temperature range (less than +2 °C and more than +8 °C)
 - 3.13.4 The unit should be sealed protected from dust, moisture or condensed water falling over it.
 - 3.13.5 Accuracy for digital controller +- 0.5 degree centigrade.

4. Microprocessor System Configuration

- 4.1 Programmable Micro-processor control unit with child lock facility.
- 4.2 Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation.

5. Accessories, spares and warrantee:

- 5.1 The equipment should have minimum warrantee including comprehensive maintenance of sixty months after installation or sixty six months after the supply whichever is later.
- 5.2 Vaccine Storage Basket/tray allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement.
- 5.3 Stem Alcohol thermometer (specifications and standard as per MOHFW approved Annexure-1) - Two piece per unit.
- 5.4 The supplier is required to maintain all the spare parts throughout the warrantee period and not less than ten years.

6. Environmental factors:

- 6.1 The unit shall be capable of operating continuously in ambient temperature as per WHO-PQS norms for hot zone (+43 °C).

7. Power Supply:

- 7.1 Power input to be 220-240VAC, 50Hz suitable as per Indian standard (the plug should be flexible and unbreakable sealed rubber type)
- 7.2 Voltage stabilizer as per the MOHFW approved specifications and standard enclosed as Annexure-2 (applicable for external stabilizer)

8. Standards and Safety

- 8.1 Should meet WHO/ PQS Standard (WHO/PQS/E03/RF03.1.for Ice Lined Refrigerators).
- 8.2 Test and inspection as per WHO-PQS procedure reference WHO/PQS/E03/RF03-VP.1 Testing should be carried out from WHO certified lab/NABL/STQC Labs. Certificate of testing should currently valid till the supply and same must be verified by inspecting authority.
- 8.3 Colour code : WHITE

9. Documentation:

- 9.1 A paper copy of user/operator manuals to be supplied in English.
- 9.2 A paper copy of technical/wiring diagram/maintenance manuals to be supplied in English.
- 9.3 Certificate of inspection for technical compliance from an independent laboratory approved /recognized by WHO certified /National Accreditation Board for laboratories/STQC Lab is essential. .
- 9.4 List of important spare parts and accessories with their part number and costing.

10. Packing of the equipment during shipment:

- 10.1 The supplier should provide strong and sufficient packing to ensure safe arrival of goods at the destination free from loss or damage.
- 10.2 A vertical arrow should be marked at the all sides of packages to ensure transportation of equipment in vertical position. TOP and BOTTOM should also be written.
- 10.3 To put label and signage's for HANDLE WITH CARE ON ALL SIDES OF THE CRATES as per packing & shipment norms.

11. Following messages should be written in appropriate visibility at the Top/Front of the ILR:

- 11.1 Place Ice lined refrigerator at least 10 cms away from the wall and 20 cms away from other equipment for free air circulation.
- 11.2 Use voltage stabilizer provided with the ILR. In case of an inbuilt stabilizer it should be mentioned on the equipment" This equipment has an inbuilt voltage stabilizer".
- 11.3 Safe temperature range +2°C to +8°C.
- 11.4 Store all UIP vaccines in ILR at CHC/PHC (OPV should be stored in deep freezer at State/Regional and district vaccine store).
- 11.5 Open the lid/door, only when needed.
- 11.6 Store only UIP vaccines.
- 11.7 Leave space between the vaccine boxes for air circulation.
- 11.8 Place a thermometer between the vaccines Boxes.
- 11.9 Net vaccine storage capacity in litres.
- 11.10 Hold over time in hrs.
- 11.11 Serial number of the equipment.
- 11.12 Model number of the equipment.
- 11.13 Toll free number for maintenance support within warranty period.

Schedule No. 9 to 12
Deep freezer (Large)

1. Description of Function:

- 1.1. Deep freezers maintain temperatures (-) 25°C to (-) 15°C, to store vaccines and freeze ice packs.
- 1.2. Deep Freezers are required at district regional and PHC levels, to store vaccine and prepare ice packs required for passive cooling in vaccines carriers and cold boxes.
- 1.3. Equipment only work as a Deep Freezer to maintain temperature (-) 25°C to (-) 15°C not as a combo.

2. Operational Requirements:

- 2.1. Designed for tropical climates.
- 2.2. Target holdover time should be not less than 2hrs and 30 minutes.
- 2.3. Hot and cold compressor starting at 172 volts (22% below rated voltage).
- 2.4. Manufacturing process of the product should not use or produce hazardous chemicals-gases.

- 2.5. Provision for drainage for the waste water.
- 2.6. Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
- 2.7. The unit should have ground clearance minimum 100 mm.

3. Technical Specifications:

- 3.1. Gross Volume: 200 litres and above.
- 3.2. Construction:
 - 3.2.1. Internal: Stainless 304 grade steel.
 - 3.2.2. External: Corrosion Resistance.
- 3.3. Should have foam pad cover on top of the basket (applicable for chest type).
- 3.4. Solid door with lock and handle.
- 3.5. Type: Compression Cycled, CFC-Free (both for refrigeration and insulation) All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.
- 3.6. Temperature of compartment to be maintained between (-) 25°C to (-) 15°C continuous availability of energy as recommended by WHO-PQS norms for hot zone.
- 3.7. Inlet of Capillary should be outside the PUF body.
- 3.8. ON/OFF Switch and power indicator should be available.
- 3.9. Refrigerant: Non CFC.
- 3.10. A Micro-processor based control unit should be provided for setting of temperature and display following features:
 - 3.10.1. 3 digit digital display (to one decimal point) of cabinet temperature. The sensor should be placed 25 to 50 mm above base of chamber.
 - 3.10.2. Power on LED/LCD indicator.
 - 3.10.3. Audio (minimum 65 dBA) and visual alarm against the violation of set temperature range.
 - 3.10.4. Min. & Max. Cabinet temperature digital display of last 24 hrs. and breaches during last 24 hrs.
 - 3.10.5. Temperature manual control with one decimal degree scale.
 - 3.10.6. The unit should be sealed protected from dust, moisture or condensed water falling over it.
 - 3.10.7. Sensor Accuracy for digital controller +/- 0.5 degree centigrade.

4. Micro-processor System Configuration

- 4.1. Programmable Micro-processor control unit with child lock facility.
- 4.2. Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation.
- 4.3. Should have provision for defrosting program.

5. Accessories, spares and warrantee:

- 5.1. The equipment should have minimum warrantee including comprehensive maintenance of sixty months after installation or sixty six months after the supply whichever is later.

- 5.2. Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement.
- 5.3. Stem Alcohol thermometer (specifications and standard as per MOHFW approved Annexure-1) - Two piece per unit.
- 5.4. The supplier is required to maintain all the spare parts throughout the warranty period and not less than ten years.

6. Environmental factors:

- 6.1. The unit shall be capable of operating continuously in ambient temperature as per WHO-PQS norm for hot zone (+43 °C).

7. Power Supply:

- 7.1. Power input to be 220-240VAC, 50Hz suitable as per Indian standards (the plug should be flexible and unbreakable sealed rubber type).
- 7.2. Voltage stabilizer as per the MOHFW approved specifications and standard enclosed as Annexure-2 (applicable for external stabilizer)

8. Standards and Safety

- 8.1. Should meet WHO/UNICEF Standard WHO/PQS/E03/FZ03.1 for Deep freezers.
- 8.2. Test and inspection as per WHO procedure reference WHO/PQS/E03/FZ03-VP.1 Testing should be carried out from WHO certified lab/NABL//STQC Labs.
- 8.3. Colour code : Blue

9. Documentation:

- 9.1. A paper copy of user/operator manuals to be supplied in English.
- 9.2. A paper copy of technical/wiring diagram/maintenance manuals to be supplied in English.
- 9.3. Certificate of inspection for technical compliance from an independent laboratory approved /recognized by WHO certified /National Accreditation Board for laboratories/STQC Labs is essential. Certificate of testing should be currently valid till the supply and same must be verified by inspecting authority.
- 9.4. List of important spare parts and accessories with their part number and costing.

10. Packing of the equipment during shipment:

- 10.1. The supplier should provide strong and sufficient packing to ensure safe arrival of goods at the destination free from loss or damage.
- 10.2. A vertical arrow should be marked at the all sides of packages to ensure transportation of equipment in vertical position. TOP and BOTTOM should also be written.
- 10.3. To put label and signage's for HANDLE WITH CARE ON ALL SIDES OF THE CRATES as per packing & shipment norms.

11. Following messages should be written to appropriate visibility at the Top/Front of the DEEP FREEZER

- 11.1. Place deep Freezer at least 10 cms away from the wall and 20 cms away from other equipment for free air circulation.
- 11.2. Use voltage stabilizer provided for the DEEP FREEZER.
- 11.3. Safe temperature range (-) 25°C to (-) 15°C.
- 11.4. At CHC/PHC use deep freezer for freezing of ice packs only
- 11.5. Open the lid, only when needed
- 11.6. Store only Polio vaccines at Regional/District store.
- 11.7. Keep all vaccine in wire baskets provided.
- 11.8. Leave space between the vaccine boxes and ice packs for air circulation.
- 11.9. Place a thermometer at the place provided for vaccine.
- 11.10. Avoid removing thermometer from the unit while reading temperature.
- 11.11. Net vaccine storage capacity in Litres
- 11.12. Hold over time in hrs.

Schedule No. 13 to 16

Deep freezer (small)

1. Description of Function:

- 1.1. Deep freezers maintain temperatures (-) 25°C to (-) 15°C, to store vaccines and freeze ice packs.
- 1.2. Deep Freezers are required at various level of health facilities to store vaccine and prepare ice packs required for passive cooling in vaccines carriers and cold boxes.
- 1.3. Equipment only work as a Deep Freezer to maintain temperature (-) 25°C to (-) 15°C not as a combo.

2. Operational Requirements:

- 2.1. Target holdover time should be not less than 2hrs and 30 minutes.
- 2.2. Hot and cold compressor starting at 172 volts (22% below rated voltage).
- 2.3. Manufacturing process of the product should not use or produce hazardous chemicals-gases.
- 2.4. Provision for drainage for the waste water.
- 2.5. Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
- 2.6. The unit should have ground clearance minimum 100 mm.

3. Technical Specifications:

- 3.1. Gross Volume: 105 to 125 litres.
- 3.2. Construction:
 - 3.2.1. Internal: Stainless 304 grade steel.
 - 3.2.2. External: Corrosion Resistance.
- 3.3. Should have foam pad cover on top of the basket (applicable for chest type).
- 3.4. Solid door with lock and handle.

- 3.5. Type: Compression Cycled, CFC-Free (both for refrigeration and insulation), All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.
- 3.6. Temperature of compartment to be maintained between (-) 25°C to (-) 15°C continuous availability of energy as recommended by WHO-PQS norms for hot zone.
- 3.7. Inlet of Capillary should be outside the PUF body.
- 3.8. ON/OFF Switch and power indicator should be available
- 3.9. Refrigerant : CFC-Free
- 3.10. A Microprocessor based control unit should be provided for setting of temperature
 - 3.10.1 3 digit digital display (to one decimal point) of cabinet temperature. The sensor should be placed 25 to 50 mm above base of chamber.
 - 3.10.2 Power on LED/LCD indicator.
 - 3.10.3 Audio (minimum 65 dBA) and visual alarm against the violation of set temperature range.
 - 3.10.4 Min & Max cabinet temperature digital display of last 24 hrs and breaches during 24 hrs.
 - 3.10.5 Temperature manual control with one decimal degree scale.
 - 3.10.6 The unit should be sealed protected from dust, moisture or condensed water falling over it.
 - 3.10.7 Sensor accuracy for digital controller +.5 degree C.

4. Microprocessor System Configuration

- 4.1. Programmable Micro-processor control unit with child lock facility.
- 4.2. Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation.
- 4.3. Should have provision for defrosting program.

5. Accessories, spares and warrantee:

- 5.1. The equipment should have minimum warrantee including comprehensive maintenance of sixty months after installation or sixty six months after the supply whichever is later.
- 5.2. Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. .
- 5.3. Stem Alcohol thermometer (specifications and standard as per MOHFW approved Annexure-1) - two piece per unit.
- 5.4. The supplier is required to maintain all the spare parts throughout the warrantee period and not less than ten years.

6. Environmental factors:

- 6.1. The unit shall be capable of operating continuously in ambient temperature as per WHO-PQS norms for hot zone (+43 °C).

7. Power Supply:

- 7.1. Power input to be 220-240VAC, 50Hz suitable as per Indian standard (The plug should be flexible and unbreakable sealed rubber type).

- 7.2. Voltage stabilizer as per the MOHFW approved specifications and standard enclosed as Annexure-2(applicable for external stabilizer).

8. Standards and Safety

- 8.1. Should meet WHO/UNICEF Standard WHO/PQS/E03/FZ03.1.for Deep freezers.
- 8.2. Test and inspection as per WHO procedure reference WHO/PQS/E03/FZ03-VP.1 Testing should be carried out from WHO certified lab/NABL/STQC Labs.
- 8.3. Colour code : Blue

9. Documentation:

- 9.1. A paper copy of user/operator manuals to be supplied in English.
- 9.2. A paper copy of technical/wiring diagram/maintenance manuals to be supplied in English.
- 9.3. Certificate of inspection for technical compliance from an independent laboratory approved /recognized by WHO certified /National Accreditation Board for laboratories/STQC Labs is essential. Certificate of testing should be currently valid till the supply and same must be verified by inspecting authority.
- 9.4. List of important spare parts and accessories with their part number and costing.

10. Packing of the equipment during shipment:

- 10.1. The supplier should provide strong and sufficient packing to ensure safe arrival of goods at the destination free from loss or damage.
- 10.2. A vertical arrow should be marked at the all sides of packages to ensure transportation of equipment in vertical position. TOP and BOTTOM should also be written.
- 10.3. To put label and signage's for HANDLE WITH CARE ON ALL SIDES OF THE CRATES as per packing & shipment norms.

11. Following messages should be written in appropriate visibility at the Top/front of the DEEP FREEZER

- 11.1. Place deep Freezer at least 10 cms away from the wall and 20 cms away from other equipment for free air circulation.
- 11.2. Use voltage stabilizer provided for the DEEP FREEZER
- 11.3. Safe temperature range (-)25 to (-)15°C
- 11.4. At CHC/PHC use deep freezer for freezing of ice packs only
- 11.5. Open the lid, only when needed
- 11.6. Store only Polio vaccines at Regional/District store.
- 11.7. Keep all vaccine in wire baskets provided.
- 11.8. Leave space between the vaccine boxes and ice packs for air circulation.
- 11.9. Place a thermometer at the place provided for vaccine.
- 11.10. Avoid removing thermometer from the unit while reading temperature.
- 11.11. Net vaccine storage capacity in Litres
- 11.12. Hold over time in hrs.

[For Schedule No.1 to 4 - Ice Line Refrigerator- ILR (Large), Schedule No. 5 to 8 - Ice Line Refrigerator- ILR (Small), Schedule No. 9 to 12 - Deep freezer (Large), Schedule No. 13 to 16 - Deep freezer (Small)]

ALCOHOL STEM THERMOMETER

Power source:

None

Temperature ranges & accuracy:

Upper limit: +50°C

Lower limit: -30°C

Accuracy: $\pm 1^\circ\text{C}$

Scale markings:

Easily readable with a minimum space of 1 mm between each line:

Long lines (with numbers) for each 10 degrees

Short lines for even numbered degrees

Shorter lines for odd numbered degrees

Safe zones for ranges of +2°C to +8°C and -15°C to -25°C to be marked with a green bar.

Maximum relative humidity: 90%

Casing specification: Non-corrodible, sealed mechanism.

Vibration test: Product should stand 30 minutes on a programmable vibrating table without physical damage or calibration. Calibration certificate from NABL/STQC/WHO approved lab should be submitted along with bid and subsequently to be verified at the time of inspection.

Construction:

The glass column must be protected against break age and strongly supported so that:

- ° The column cannot be displaced more than 0.5 mm vertically with respect to the scale;
- ° The reading angle is between 80/100° to plane of support plate.

Mounting specification

Hook to suspend from shelf, or adhesive. Application and remarks:

Used inside refrigerators or freezers in small health centres. Can also be packed with vaccines during transport.

WHO Specification reference: E6/TH.3

Applies to procedures: E6/PROC/2

Warranty

The warranty shall remain valid for two years from the date of final acceptance

The supplier shall replace defective thermometer with a new one free of cost with in warranty period. The supplier may take over defective thermometer after providing the

replacement.

ANNEXURE-2

[For Schedule No.1 to 4 - Ice Line Refrigerator- ILR (Large), Schedule No. 5 to 8 - Ice Line Refrigerator- ILR (Small), Schedule No. 9 to 12 - Deep freezer (Large), Schedule No. 13 to 16 - Deep freezer (Small)]

AUTOMATIC VOLTAGE STABILIZERS

(Input Voltage Range-150 V-280 V)

1. Description of Function

- 1.1 Automatic regulation relay type voltage stabilizer will provide a preset AC Output 220V +/- 5 % for fluctuating AC input voltage.
- 1.2 It will be connected with Ice lined refrigerators and deep freezers used for storage of vaccines.

2 Operational Requirement

- 2.1 Should be able to provide stable AC power output for a wide range of fluctuations as per required output
- 2.2 The output capacity of the stabilizer should be 1KVA.

3 Technical Specifications

- 3.1 Should work for input voltage range of 150-280volt AC, single phase, with Low Voltage Cut-Off when the input voltage falls below 150V+/- 5V & High Voltage Cut-Off when the input voltage goes beyond 280V+/- 5V.
- 3.2 Protection:-Over/Under Voltage, Over Load & Short Circuit.
- 3.3 Over load protection at input, automatic cut-off time—between 2-4 seconds of Under voltage/Over voltage cut off at output.
- 3.4 Maximum power loss due to leakage of current should be less than 2%
- 3.5 Restart delay of 6-9 minutes after the cut-off along with quick start button.
- 3.6 The output voltage should be stable and capable of operating continuously with respect to any change in ambient temperature and regulation should be automatic.
- 3.7 Automatic Line Voltage stabilizer (step type) Should equipped with
 - a) Transformers copper wound on CRGO laminations, as per ISO specification for high efficiency and low loss.
 - b) Voltmeter (digital/ analog) with selector switch to indicate input and output voltage with off-position.

- 3.8 The output side shall be provided With 'C' series MCB with braking current of 10KA duly ISI marked.
- 3.9 Provision for two output sockets of 15Amps ISI marked.
- 3.10 Details of transformer should be furnished, such as rating, weight of winding and core, which should be verified during inspection.
- 3.11 A Metal Oxide Varistor (MOV) for surge suppression should be provided and connected directly on the power line.
- 3.12 LED indication should be provided for the status of "Mains ON", "Output ON", "High Cut off" & "Low Cut off".

4.0 Environmental factors

- 4.1 The unit shall be capable of operating continuously in ambient temperature of (-)20 deg.C to(+) 50deg.C and relatively humidity of 15-90%
- 4.2 The unit shall be capable of being stored continuously in ambient Temperature of (-)20deg.Cto(+)50deg.C and relatively humidity of 15-90%
- 4.3 Outer cabinet should be annealed after proper anti rust process.

5.0 Standards and safety

- 5.1 Manufacture should submit the test certificate from test lab accredited by NABL and submit the test certificate of any model manufactured along with tender.

6.0 Documentation

- 6.1 Certification of calibration and inspection from the factory at the time of pre-dispatch inspection and NABL certificate of specified model.
- 6.2 User/technical/Maintenance Manuals to be supplied along with the supply of stabilizers to the consignee.

7.0 Warranty

- 7.1 The warranty shall remain valid for two years from the date of final acceptance
- 7.2 The supplier shall replace defective stabilizer with a new one free of cost with in warranty period. The supplier may take over defective stabilizer after providing the replacement.

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:
 - a) As per GCC Clause 15.
 - b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
 - c) All software updates should be provided free of cost during Warranty period.
2. After Sales Service:

After sales service centre should be available at the Capital City of State on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. The supplier will provide a monthly statement of details of complaints received, attended, response time, spare parts replaced and recouped to the consignee, state and MOHFW.
3. Training:

On Site training to operators/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.
4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:
 - a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service/ operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any) except Low Voltage Stabilizer (Item Sl. No. 6) & Stem Thermometer (Item Sl. No. 7).
 - b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
 - c) Cost of CMC will be added for Ranking/ Evaluation purpose.
 - d) The payment of CMC will be made on six monthly basis, after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
 - e) There will be 98% uptime warranty during CMC period on 24(hrs) X 7(days) X 365(days) basis, with penalty, to extend CMC period by double the down time period.
 - f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
 - g) All software updates should be provided free of cost during CMC.
 - h) Failure of the above [4(e) to 4(g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
 - i) The payment of CMC will be made as stipulated in GCC Clause 21.

5. **Turnkey:**

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tendered shall examine the existing site where the equipment is to be installed. Turnkey details are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the machine and Turnkey Job for each site. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if any.

SECTION - VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.:

Date of opening:

Time:

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address:
 - b. full address of the premises:
 - c. telegraphic address:
 - d. telex number:
 - e. telephone number:
 - f. fax number:
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

SECTION - IX

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of the quoted quantity (rounded off to next whole number) of the similar item performing similar function which has been meeting major specification parameters which is functioning satisfactorily anywhere.

(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, at least 25% of the quoted quantity of similar equipment which is functioning satisfactorily, anywhere in India.

(c) Manufacturer/bidder quoting for a schedule/Even must quote for all the quantity in the schedule, failing which such bids will be summarily rejected.
03. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

If the bidder is an MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If an MSME bidder do not furnish the UAM Number along with bid documents, such MSME units will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

Note

1. The tenderer shall give an affidavit as under:

“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
2. In support of 2 (a) the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on

award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
6. The Bidder should submit the manufacturer's production capacity meeting the quantity requirement and delivery schedule requirement of this tender document

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited**

FORMAT OF PERFORMANCE CERTIFICATE (Reference FORMAT)

TO WHOM IT MAY CONCERN

Date _____

Certified that M/s _____ (name & address of manufacturer/agent) supplied us _____ Nos (indicate quantity) of equipment, _____ (indicate name of the equipment) against our order no _____ dt _____ (please indicate order no & date as figuring in the performance statement). The equipment was installed, commissioned and handed over to us _____ (indicate date) & since then the equipment is has been working to our entire satisfaction.

Place

Place: _____

Date: _____

Name & Designation of the officer
with seal
(in capital letters)

SECTION - X
TENDER FORM

Date _____

To

**Head (Procurement and Consultancy Division),
HLL Lifecare Limited, B-14 A, Sector -62,
Noida -201307, Uttar Pradesh**

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document for the sum of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderer” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to a Tenderer by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION – XI PRICE SCHEDULE

A) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Ref: Tender Enquiry:
Ref: RFX No:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Sl. No.	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	Quoted Currency	HS/ HSN Code	Total Quantity as per TED List of Requirement	Quantity per set of equipment	Uo M	Price per unit in offered currency					Price per unit in INR					Unit price on DDP basis at consignee site				
									FOB price at port/ airport of Lading (Inclusive of Agency Commission)	Indian Agency Commission (IAC)	Net FOB (Excluding Agency Commission) (10-11)	Freight & Insurance (port of loading to port of entry) and other incidental costs	CIP Price on named port of destination (12+13)	Indian Agency Commission (IAC) in INR (take Forex Rate as applicable on 06-06-2019 from RBI for calculation)*	Custom Duty (including Social Welfare Surcharge) amount as % of CIP	Custom Duty amount in Value in INR (take Forex Rate as applicable on 06-06-2019 from RBI for calculation)** (14*16*Forex Rate)	IGST %	Applicable IGST amount in Value in INR** ((14*Forex as applicable on 06-06-2019 from RBI)+17))*18	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site**	Custom Clearance & Handling charges and Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery**	In foreign currency A = 14*8	In Indian rupees B = (15+17+19+20+21)*8	
1																							
									** To be paid in Indian Rupees (INR) at actuals.													Total Price for number of equipment as per list of requirement with 5 years Warranty	

Total value of the offer (total per set of equipment x number of equipment as per List of requirement) in quoted currency _____

(Total value in words):

Total value of the offer (total per set of equipment x number of equipment as per List of requirement) in INR : _____

(Total value in words):

- Note**
1. The Unit Price of the set calculated in the above tabulation will be considered as the final price of the system as per the technical specifications laid out in the tender enquiry.
 2. All the information must be entered in the relevant columns.
 3. Indian Agency Commission amount per unit as shown above to be offered in the quoted currency, however, it shall be payable in INR.
 4. Applicable Custom duty & IGST at the rate based on its HS/HSN code shall be taken into consideration as per the forex rate prevailing on the date of opening of price bid for arriving at DDP value for comparison and ranking
 5. Actual Custom duty & IGST shall be reimbursed by HITES on submission of documentary evidence.
 6. Any other goods and services need to be offered in INR should be offered as per Price Format-B

SECTION – XI PRICE SCHEDULE

B) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

Name of the bidder:
Ref: Tender Enquiry

Price Format - B (in case of goods and/or services offered in INR)													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Sl. No.	Description of goods as per specification and/or BOQ	Make/ Model	Country of Origin	HS/ HSN Code	Unit of measurement	Total Quantity as per TED List of Requirement	Quantity per set of equipment	Unit Price at Consignee Site (excluding GST)	Applicable GST (%)	Applicable GST value/ unit (8 x 9)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and incidental costs till consignee's site	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site	Total price per set of equipment at Consignee Site (9+11+12+13)*8
1													
Total Price for number of equipment as per list of requirement with 5 years Warranty													

Total value of the offer (total per set of equipment x number of equipment as per List of requirement) in INR : _____

(Total value in words):

- Note:**
1. The Unit Price of the set calculated in the above tabulation will be considered as the final price of the system as per the technical specifications laid out in the tender enquiry.
 2. All the information must be entered in the relevant columns
 3. Any Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee site has to be mentioned as a separate line item with HSN Code and applicable GST based on nature of the work.

SECTION – XII
QUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the C-Folder

- a. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
- b. Wherever necessary and applicable, the tenderer shall enclose certified scanned copy as documentary proof/ evidence to substantiate the corresponding statement.
- c. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues, their tender is liable to be ignored.

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in the Notes & Attachment under Rfx information (Please note, in the separate Notes & Attachment provided under Rfx information and not in the C-Folder Notes & Attachments).

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - fails or refuses to furnish the performance security for the due performance of the contract or
 - fails or refuses to accept/execute the contract or
 - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank and address of the Branch

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To

**Head (P&CD), HLL Lifecare Limited,
Procurement and Consultancy Division,
B-14 A, Sector -62, Noida -201307, Uttar Pradesh**

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

(*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name, designation and Email*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note:

(1) *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

(2) *Original letter may be sent.*

(3) *The purchaser reserves the right to verify this document with its signatory.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

Head (P&CD),

HLL Lifecare Limited, Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after 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 scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), 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 limits 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.

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

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

This guarantee shall be valid up to 66 (Sixty Six) months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION - XVI
CONTRACT FORM - A

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN,
TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser's/Consignee's
office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderer' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (iii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- 1. Warranty clause
- 2. Payment terms
- 3. Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)**

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with
telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized Representative of
Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway
 Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of site hand-over to the supplier by consignee: _____
- (i) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- a. He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- b. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- c. The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is _____

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

- 1. He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- 2. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- 3. Training of personnel has been done by the supplier as specified in the contract
- 4. In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

HLL Lifecare Limited

Section – XIX**Consignee List**

S. No.		State	ILR (Large)	ILR (Small)	Consignee address
1	East	Bihar	162	270	Program Officer Immunization, State Health Society, Parivar Kalyan Bhawan, Shaikhpura, Patna-800014
2		Jharkhand	12	45	SEPIO, RCH Centre, Namkum, Govt. Vaccine Institute, Ranchi-834010, Jharkhand
3		Odisha	24	315	Joint Director , Directorate of FW, Heads of Department Building, Bhubneshwar-751001, Odisha
4		West Bengal	119	297	State EPI Officer, Directorate of Health Services, State Family Welfare Bureau, Swastha Bhawan, A wing, 3rd Floor, GN-29, Sector-V, Salt Lake City, Kolkata, West Bengal
5		GMSD Kolkata	42	601	DADG (St.), GMSD,9, Clive Row, Hastings, Kolkata, West Bengal
6		Assam	9	365	Joint Director (UIP), Directorate of Health Service (FW), Swastha Bhawan, Hengra Bari, Guwahati Assam-781036
Subtotal for East Zone			368	1893	
7	North	Haryana	11	68	SEPIO & Dy. Director (MCH), Directorate General Of Health Services, Haryana Civil Hospital Campus, Sec-6, DGHS, Panchkula, Haryana
8		Delhi	10	190	OSD-IPPIP, Directorate of Family Welfare, Govt. Of Delhi, Vikas Bhawan-2, Behind IP College, 7th Floor, B Wing, New Delhi SEPIO Delhi
9		J&K	6	135	Director (FW), Regional Institute of Health & FW, Near Sainik School, Narrota, Jammu-181221
10		UP	180	558	State EPI Officer, Directorate of FW, Jagat Narain Road, Near Silver Jubilee Maternity Hospital, Joint Director (EPI), Lucknow-226001, UP
11		Uttrakhand	3	187	State EPI Officer, Directorate of Health and Family Welfare, Gujrada, Sahastradhara Road, Dehradun, Uttrakhand
12		GMSD Karnal	49	197	DADG (St.), GMSD, Directorate General of Health Services, Opp. Telephone Exchange, Karnal, Haryana
Subtotal for North Zone			259	1335	

HLL Lifecare Limited

S. No.		State	ILR (Large)	ILR (Small)	Consignee address
13	South	Andhra. Pr.	36	532	Joint Director (CH & I), Commissionerate of Family welfare, Sultan Bazaar, Hyderabad-5000995, AP
14		Karnataka	64	866	SEPIO, Directorate of Health and Family Welfare, Ananda Rao Circle, Bangalore-580009, Karnataka
15		Kerala	20	135	Additional Director, Directorate Of Health Services, Trivandrum
16		Tamilnadu	55	423	Joint Director (Imm.), Office of the public health & preventive medicine, 359, Teynampet, Anna Salai, Chennai-600006, Tamil Nadu
17		Telangana	26	396	JD(CH & I)/SEPIO, Commissionerate of Family Welfare, Sultan Bazaar, Hyderabad-500995, Telangana
Subtotal for South Zone			201	2352	
18	West	GMSD Chennai	24	281	DADG (St.)/ Sr. CMO In Charge, GMSD, Chennai, Tamil Nadu
19		Chhattisgarh	33	124	State EPI Officer, Old Nursing Hostel, D.K. Mantralaya Parisar, Raipur,- Chhatisgarh-492001
20		Gujarat	38	131	Dy. Director (Imm.), Commissionerate of Health and Medical Services, Block no. 5, Old Sachivalaya, Gandhinagar - 382010, Gujarat
21		MP	17	311	Joint Director (MCH), Public Health & FW, 5th Floor, Bhopal, MP
22		Maharashtra	101	576	Asst. Director-EPI, Directorate Of Health Services, State FW Bureau, Kutumb Kalyan Bhawan, Behind Pune Railway Station, State Immunization Officer, Pune-411001, Maharashtra
23		Rajasthan	30	513	Dy. Director (Imm.), Directorate of Medical Health and FW, Swastha Bhawan, Tilak Marg, Jaipur-302001, Rajasthan
24		GMSD Mumbai	26	154	DADG (MS), Dte. G Health Services, GMSD, Mumbai Central , Mumbai-8, Maharashtra
Subtotal for West Zone			269	2090	
Grand Total			1097	7670	

HLL Lifecare Limited

S. No.	Zone	State	Deep Freezer (Large)	Deep Freezer (Small)	Consignee address
1	East	Bihar	549	0	Program Officer Immunisation, State Health Society, Parivar Kalyan Bhawan, Shaikhpura, Patna-800014
2		Jharkhand	27	27	SEPIO, RCH Centre, Namkum, Govt. Vaccine Institute, Ranchi-834010, Jharkhand
3		Odisha	41	135	Joint Director , Directorate of FW, Heads of Department Building, Bhubneshwar-751001, Odisha
4		West Bengal	33	135	State EPI Officer, Directorate of Health Services, State Family Welfare Bureau, Swastha Bhawan, A wing, 3rd Floor, GN-29, Sector-V, Salt Lake City, Kolkata, West Bengal
5		GMSD Kolkata	135	518	DADG (St.), GMSD,9, Clive Row, Hastings, Kolkata, West Bengal
6		Assam	77	248	Joint Director (UIP), Directorate of Health Service (FW), Swastha Bhawan, Hengra Bari, Guwahati Assam-781036
Subtotal for East Zone			862	1063	
7	North	Haryana	68	86	SEPIO & Dy. Director (MCH), Directorate General Of Health Services, Haryana Civil Hospital Campus, Sec-6, DGHS, Panchkula, Haryana
8		Delhi	14	203	OSD-IPPIP, Directorate of Family Welfare, Govt. Of Delhi, Vikas Bhawan-2, Behind IP College, 7th Floor, B Wing, New Delhi SEPIO Delhi
9		J&K	45	135	Director (FW), Regional Institute of Health & FW, Near Sainik School, Narrota, Jammu-181221
10		UP	1040	695	State EPI Officer, Directorate of FW, Jagat Narain Road, Near Silver Jubilee Maternity Hospital, Joint Director (EPI), Lucknow-226001, UP
11		Uttrakhand	27	190	State EPI Officer, Directorate of Health and Family Welfare, Gujrada, Sahastradhara Road, Dehradun, Uttrakhand
12		GMSD Karnal	162	175	DADG (St.), GMSD, Directorate General of Health Services, Opp. Telephone Exchange, Karnal, Haryana
Subtotal for North Zone			1356	1484	

HLL Lifecare Limited

S. No.	Zone	State	Deep Freezer (Large)	Deep Freezer (Small)	Consignee address
13	South	Andhra Pradesh	71	529	Joint Director(CH & I), Commissionerate of Family welfare, Sultan Bazar, Hyderabad-5000995, AP
14		Karnataka	28	941	SEPIO, Directorate of Health and Family Welfare, Ananda Rao Circle, Bangluru-580009, Karnatka
15		Kerala	27	119	Additional Director, Directorate Of Health Services, Trivandrum
16		Tamil Nadu	95	333	Joint Director (Imm)., Office of the public health & preventive medicine, 359, Teynampet, Anna Salai, Chennai-600006, Tamilnadu
17		Telangana	58	900	JD(CH & I)/SEPIO, Commissionerate of Family Welfare, Sultan Bazar, Hyderabad-500995, Telangana
18		GMSD Chennai	35	314	DADG (St.)/ Sr. CMO In Charge, GMSD, Chennai, Tamil Nadu
Subtotal for South Zone			314	3136	
19	West	Chhattisgarh	68	139	State EPI Officer, Old Nursing Hostel, D.K. Mantralaya Parisar, Raipur - Chhatisgarh-492001
20		Gujarat	30	74	Dy. Director (Imm.), Commissionerate of Health and Medical Services, Block no. 5, Old Sachivalaya, Gandhinagar - 382010, Gujarat
21		MP	86	173	Joint Director (MCH), Public Health & FW, 5th Floor, Bhopal, MP
22		Maharashtra	150	495	Asst. Director-EPI, Directorate Of Health Services, State FW Bureau, Kutumb Kalyan Bhawan, Behind Pune Railway Station, State Immunization Officer, Pune-411001, Maharashtra
23		Rajasthan	180	214	Dy. Director (Imm.), Directorate of Medical Health and FW, Swastha Bhawan, Tilak Marg, Jaipur-302001, Rajasthan
24		GMSD Mumbai	43	119	DADG (MS), Dte. G Health Services, GMSD, Mumbai Central, Mumbai-8, Maharashtra
Subtotal for West Zone			557	1214	
Grand Total			3089	6897	

HLL Lifecare Limited

Appendix A

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

- 3. Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"
- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
 - b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

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- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”
11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
- a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
- Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

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F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated / 8th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods & services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

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of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

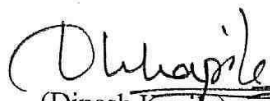
- 2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:
- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
 - ii. The determination of local content cost shall be based on the following:
 - a) In the case of direct component (material), based on the country of origin
 - b) In the case of manpower, based on domestic manpower
 - iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
 - iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

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- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.
- 4) **Verification of Local Content:**
- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in **Enclosure-II**.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
 - d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
 - e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.
 - f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.
 - g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

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complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- 5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.
- 6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

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Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
	Cost Component Cost (Domestic Component) a	Total Cost b	Percentage of Local Content c=(a/b)*100
I.			
II.			
III. Total Cost (Excluding tax and duties)			

Note:

I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

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Enclosure-II**Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper**

Date: _____

I _____ S/o,D/o,W/o _____, Resident of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 18.05.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in- house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly



For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

Appendix B

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ___ day of the month of __ 20__

Between

HLL Lifecare Ltd. [HLL], 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
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.

HLL Lifecare Limited

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 regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

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 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. 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:-

2.1 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.

2.2 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 HLL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HLL.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The Bidder (s) will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 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.

2.10 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.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 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.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 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.

2.15 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.

2.16 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.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 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.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

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.

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, 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.

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.

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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.

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 Bidder (s) 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 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 Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in

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consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora, Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd

B-14-A, sector 62, Noida 201307, U.P

Tel: 0120 4071500

Residence: B-333, Chittaranjan Park; New Delhi – 110019

Tel: 011 26273406; Mobile: +91 8130588577

Email: iem@hllhites.com

7.2 The responsibility of the IEM(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 IEM(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 IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(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 IEM(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 IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(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 IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 3 to 5 weeks from the date of reference or intimation to him by HLL/BIDDER.

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, HLL

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 Delhi/ NCR 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.

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.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 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

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

HLL Lifecare Ltd.

Bidder

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.