

एचएलएललाइफकेयरलिमिटेड HLL LIFECARE LIMITED  
भारतसर्कारकाउद्यम (A GOVT.OF INDIA ENTERPRISE)  
पेरूरकडा.पि.ओ. PEROORKADA. P.O,  
तिरुवनंतपुरम-६९५००५ THIRUVANANTHAPURAM-695 005  
PHONE NO: 0471 - 2437270, 2539329, 2435013;  
EMAIL: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com) / [materialsnt@gmail.com](mailto:materialsnt@gmail.com)

Tender No. PUR/08/R0/PQ/Rfid/2024-25

07.02.2025

निवितादस्तावेज़

**TENDER DOCUMENT**

पैकिंग स्टोर में आरएफआईडी सिस्टम का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

**DESIGN, SUPPLY, INSTALLATION, TESTING &  
COMMISSIONING OF RFID SYSTEM IN THE  
PACKING STORE**

e-Tender No: PUR/08/R0/PQ/Rfid/2024-25

तकनीकीवाणिज्यबोली

TECHNO-COMMERCIAL BID

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**निविदाआमंत्रण सूचना (एनआईटी) NOTICE INVITING TENDER (NIT)**

पैकिंग स्टोर में आरएफआईडी सिस्टम के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए खुली दो बोली प्रणाली (तकनीकी और मूल्य) के तहत ई-निविदाएं योग्य, सक्षम और अनुभवी बोलीदाताओं से एचएलएललाइफकेयर लिमिटेड, पेरोरकाडा-695005, तिरुवनंतपुरम जिला, केरल राज्य में आमंत्रित की जाती हैं।

E-tender under open two bid system (Technical and Price) are invited for the **DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF RFID SYSTEM IN THE PACKING STORE** from eligible, competent and experienced bidders to our Peroorkada Factory, Thiruvananthapuram District (Kerala State).

| SI No | Particulars  | Description   |
|-------|--|---|
| 1     | Description  | <b>DESIGN, SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF RFID SYSTEM IN THE PACKING STORE</b>  |
| 2     | Location of Delivery   | HLL Lifecare Limited, Peroorkada Factory, Thiruvananthapuram  |
| 3     | EMD  | Rs 20000/-  |
| 6     | Bid submission fee/Tender fee  | Rs 560/- (Including GST)  |
| 7     | Period of contract   | 27.02.2025– 31.03.2025  |
| 8     | Eligibility criteria for Bidders   | As per Tender document  |
| 9     | Last date and time for online submission of bids                             | <b>27/02/2025 at 03.00 hrs.</b>   |
| 10    | Date and time of opening of e-tender   | <b>27/02/2025 at 03.30hrs.</b>  |
| 11    | HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS) | Name of Bank: State Bank of India<br>A/c number: 0030307535628<br>IFSC Code: SBIN0004350<br>Branch name: Commercial Branch, Thycaud, Trivandrum |

ED(COMMERCIAL&BO)i/c

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### GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Bill of Quantities (BOQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
4. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
5. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
6. Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
7. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep them updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids

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in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

### 9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/ eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

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- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

## 9.2 Searching for Tender Documents

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

## 9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -  
For any technical related queries please call at 24 x 7 Help Desk Number:  
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

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13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

**GENERAL MANAGER (PURCHASE),**

HLL Lifecare Limited,

Peroorkada Factory

Thiruvananthapuram – 695005, Kerala, India

Ph no: 0471- 2437270, 2539329, 2435013

E-mail: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com)

15. The bids shall be opened online at the **Office of the General Manager (Purchase)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

16. More details can be had from the Office of the General Manager (Purchase) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Joint ventures or Consortiums of two or more registered bidders are not permitted.

19. Online Tender Process:

The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Pre-bid meeting: Not Applicable for this tender

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

**20. Tender Document Fees and Bid Security (EMD):**

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank: State Bank of India  
A/c number: 0030307535628  
IFSC Code: SBIN0004350  
Branch name: Commercial Branch, Thycaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

**21. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.**



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

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

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

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## PART I

### INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

#### 1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **'Invitation for Bid'** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **'Bidder/Tenderer'** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **'Purchaser/Owner'** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **'Suppliers'** shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- e. **'Acceptance Letter'**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- f. **'Contract Period'**, shall mean the period specified in the tender documents during which the contract shall be executed.

#### 2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced manufacturers/authorized agents who are

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capable of supplying the material as per our tender conditions and specification in Schedule A.

### 3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.
- 3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.

### 4. COST OF BIDDING

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

### 5. SITE VISIT- ON LINE MODE

- 5.1. The bidder is advised to examine the Site by online mode of delivery/Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine and confirm the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.
- 5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release

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and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

## 6. Getting information from web portal

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

## 7. Bidding Documents

- 7.1. The Bidder is required to login to the e-procurement portal and download the listed documents from the website. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
  - 7.1.1. The bidder is expected to examine carefully all instructions, terms and conditions of Contract, Forms, Technical Specifications and Bill of Quantities in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.
- 7.2. Clarification of Bidding Documents.

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- 7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.
- 7.3 Amendment to bidding documents
- 7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing amendment.
- 7.3.2. Any amendment thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 7.3.3. If the amendment thus published does involves major changes in the scope of supply, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the amendment published.

## **8 Preparation of Bids**

### **8.1 Language of the Bid**

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

### **8.2 Documents Comprising the Bid**

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

10. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) in the prescribed format.
11. Payment of tender fee/UdyogAdhar/Udyam as detailed in the e-tender web site.
12. EMD payment/UdyogAdhar/Udyam details.
13. Copy of Documents in proof of eligibility criteria.
14. Copy of Documents in proof of financial turnover.
15. Other documents specified in Part III.

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16. Priced Bill of Quantities.

8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

8.3.1. The Bidder shall bid as described in the Bill of Quantities.

8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total, in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

8.3.3. The rates quoted by the Bidder shall be FOR HLL STORES which includes cost of all materials, freight charges and packing and forwarding charges.

8.3.4. GST applicable shall be extra.

8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

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

8.5. Bid Validity

8.5.1. Bids shall remain valid for the period from 27.02.2025 to 31.03.2025. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security.

A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

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**8.6. EMD**

8.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.

8.6.2. Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

8.6.3. The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

8.6.4. The Bid Security (EMD) of the successful Bidder will be converted to Security deposition request from the bidder and acceptance of LOI/purchase order.

8.6.5 SSI/MSE units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their UdyogAdhar registration certificate as mentioned in the NIT. But the Party has to provide Security deposit if Tender is awarded to them. Security deposit will be 5 % of the order value.

8.6.6 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. All rules and regulations as per guidelines of Government of India shall be applicable for MSME.

8.6.7 Startup units interested in availing exemption from payment of tender fee & EMD shall submit a valid copy of Registration Certificate from

Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them. Security deposit will be 5 % of the order value. All rules and regulations as per guidelines of Government of India shall be applicable for Startup Units.



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8.6.8. The Bid Security may be forfeited:

- 1) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- 2) If any modification is effected to the tender documents or

- 3) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - a) Accept the LOI/purchase order; or
  - b) Furnish the required Security Deposit.

8.6.9. In such cases, material will be procured from alternate sources at the risk and cost of the selected bidder. In such cases, the additional cost incurred will be recovered from them.

8.6.10. The Bid Security deposited will not carry any interest.

#### **8.7. Tender fee**

8.7.1. For e-tenders, the mode of remittance of Tender Fee shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.

8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

8.7.3. Tender Fee remitted will not be refunded.

#### **8.8 Alterations and additions**

8.8.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

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8.8.2. The bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

### 9. Submission of Bids

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

- 9.1 The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

#### a) Envelope - I (Tender Fee and EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank: State Bank of India  
A/c number: 0030307535628  
IFSC Code: SBIN0004350  
Branch name: Commercial Branch,  
Thycaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/UdyogAadhaar/ Udyam certificate. If the bidder is a MSME, it shall declare in the bid document the UdyogAadhaar/Udyam Memorandum Number

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issued to it under the MSME Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. All rules and regulations as per guidelines of Government of India shall be applicable for MSME.

Start up units interested in availing exemption from payment of tender fee & EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion as per NIT. But the party has to provide security deposit if Tender is awarded to them. All rules and regulations as per guidelines of Government of India shall be applicable for Startup Units.

**b) Envelope -II (Technical bid):**

Technical Bid should contain signed and scanned soft copy of documents duly filled and signed as specified in Part III.

**Qualification Criteria for contractors / firms**

The bidder should be fulfilling the following preconditions and must also upload/ submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

| SI No | Eligibility Criteria  |
|-------|---|
| 1     | Questionnaire for Minimum eligibility criteria as per Schedule E  |
| 2     | Annual financial turnover of the bidder during the previous 3 years, ending 31st March of the financial year 2023 (31.03.2023).   |
| 3     | The duly signed acceptance form as per Schedule Hof Part-III to be attached   |
| 4     | 16.1 Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per Schedule I of Part-III.<br>16.2 Duly filled and signed schedule J ( acceptance form ) and schedule K |

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|   |   |
|---|---|
|   | (indemnity clause)  |
| 5 | General information of the vendor as per Schedule F of Part III & Vendor Development form as per schedule G.                            |
| 6 | 1. Latest ISO/BIS Certificate /Declaration regarding the same.<br>2. Self-certified Environment friendly certificate as per schedule C. |

**c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal.**

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

**In the case of *Design, Supply, Installation, Testing & Commissioning of RFID System in the packing Store* bidders are requested to quote the Prices for**

1. **Design, Supply, Installation, Testing & Commissioning**, unloading and receiving the materials at site (with software) **of RFID System in the packing Store**
2. handling at site, installation, testing, commissioning, guarantee test run and handing over of RFID system and connected accessories with all statutory approvals as per technical parameters
3. Supply of Essential spares for RFID system for 2 years trouble free operation
4. Indicative ETA authorization certificate & Inspection Charges
5. Ware house management software System & with all applicable protocols and its charges
6. Annual maintenance contract for 5 years (After the warranty period) should be quoted which will be considered for finalizing the L1 bidder and order placement on the Supplier.

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**The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.**

Note:-

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

## **10. Deadline for Submission of the Bids**

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

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

10.2 Modification, Resubmission and Withdrawal of Bids

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

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

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

## 11. Bid Opening and Evaluation

### 11.1. Bid Opening

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

### 11.1 Bid Opening Process

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

- a) Envelope -I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelop – I shall contain scanned copy of Tender Fees and EMD)
- b) Envelope -II: Envelop-II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through e-tendering portal. (Envelop-II shall contain scanned copy of Pre-qualification document.)

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

- c) Envelope -III: The financial bids found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

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

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## 11.2. Confidentiality

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

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

## 11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid.

The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

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

## 11.4. Examination of Bids, and Determination of Responsiveness

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

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

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

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

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

11.4.6. Single tender shall not be opened in the first tender call.

11.5. Negotiation on Bids

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

## 12. Award of Order

12.1. HLL will award the order to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the material will be procured from other responsive bidders at the risk and cost of nonresponsive L1 bidder.

12.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

12.5 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the finalization of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

12.6 Notification of Award and Order Acceptance

12.6.1 The Bidder, whose Bid has been accepted, shall be notified of order by HLL prior to expiration of the Bid validity period by e-mail.



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12.7 Trial run by the bidder, whose bid has been accepted shall be done for at least 5,000 Nos. of Tag and the results of trial run shall be evaluated for further continuation of the awarded work.

### 13. Corrupt or Fraudulent Practices

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

| Sl. No. | Term                | Meaning  |
|---------|---------------------|--|
| (a)     | Corrupt practice    | The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| (b)     | Fraudulent practice | A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.   |
| (c)     | Collusive practice  | Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.             |
| (d)     | Coercive practice   | Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.     |

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

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## SCHEDULE A

### **MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID**

#### **Applicable to all schedules**

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract. Necessary Documentary evidence needs to be submitted to establish that the bidder has adequate capability to design, supply, installation, testing & commissioning of RFID system in the packing store with accessories.

The minimum criteria to participate in this IFB are as under:

1. The BIDDER should have done SITC of RFID system at least five number in the past three years. For which supply orders, completion certificate proofs, performance certificate of the previously installed RFID system duly approved by the concerned authority of the clients.
2. List customers with contact nos. to whom you have do the installation of RFID and can directly confirm.
3. Bidder must have Average minimum turnover of Rs. 25 Lakhs each during the last three years ending 31.03.2023. (Documents relating to the above shall be attached).
4. Bidder must have an office registered in kerala. GST registrations certificates must be submitted along with the bid.
5. The Company bidding should have excellent work force, time management skills, should be able to work best under pressure, and handle tight deadlines as required by the purchaser, as this item is of urgency in nature.
6. Vendors who do not meet the minimum eligibility criteria will be disqualified and their Price bids will not be opened

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**7. INDEMNITY CLAUSE:**

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE:  
DATE:

NAME AND SIGNATURE OF THE BIDDER  
(WITH OFFICE SEAL)

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**SCHEDULE –B**

**SPECIFICATION**

**1.0 General Specifications**

Design, supply, installation, testing & commissioning of RFID system in the packing store along with all software systems and accessories.

| Sl. No | Components                                    | Specification  | Required quantity    |
|--------|---|--|----------------------|
| 1      | RFID tags                                     | UHF Class 1 Gen 2(ISO 18000-6C)/radio band passive RFID tags, Air interface protocol,                                    | 100000 Nos           |
|        | RFID tags type                                | Passive type, Read/writer/register chip (rewritable), long lasting type, IC type: U9/H10                                 |                      |
|        | RFID tags memory                              | EPC 96 bits, User: 512 bits, TID: 64 bits, unique randomized content,  |                      |
|        | RFID tags reading rate                        | ≥700pcs/s  |                      |
|        | RFID tag sensing range                        | Sensing range of more than 5 meters, ISO:18000-6B/6C EPC G2, IP67  |                      |
|        | RFID tags material                            | TT printable white film, full resin ribbon, whit wet inlay, general purpose tag, weight > 1gm                            |                      |
|        | RFID tags operating temperature               | -40 <sup>0</sup> to +70 <sup>0</sup> C (-40 <sup>0</sup> to +158 <sup>0</sup> F)   |                      |
|        | Air interface protocol                        | ISO 18000-6C (EPC Class 1 Gen 2), ISO 18000-6B   |                      |
|        | RFID tags make                                | Reputed make: Wenglor/VANCH/RFID4KOHA/Data logic/ Infoweavers/RFID4U   |                      |
| 2      | RFID UHF Desktop reader (read/write/register) | quick tag authentication and tag read/write capability with anti-collision algorithm                                     | 1 No                 |
|        | RFID UHF Desktop reader supports              | USB/RS232,RS485 and Wiegand/ TCP/IP (RJ45) interface/Wi-Fi via which data is transmitted to the connected PC, IP40 rated |                      |
|        | RFID UHF Desktop reader make                  | Reputed make: Wenglor/VANCH/RFID4KOHA/Data logic/ Infoweavers/RFID4U   |                      |
| 3      | Gate type RFID readers                        | Anti-theft gate readers, Audible sound alarm, visible LED option only. Copper  | A set of 2 pedestals |

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|   |  |   |      |
|---|--|---|------|
|   |  | plated antennas in both the pedestals with high performance, entry/exit reading   |      |
|   | Gate reader type   | 2 Pedestal systems, Minimum 6 antennas, 2 nos should mount from top.  |      |
|   | RF power   | 0 to +34.5dBm   |      |
|   | Receive sensitivity                                      | -80dBm  |      |
|   | Gate type RFID reading distance                          | ≤ 5 meters (for the use of Forklift)  |      |
|   | Gate type RFID readers communications Interface/protocol | 10/100 BaseT Ethernet (RJ45), RS-232(DB9), RS-485   |      |
|   | Gate type RFID readers Operating frequency range         | 865 – 867 MHz (UHF/Radio frequency)   |      |
|   | Gate type RFID readers minimum specifications            | Buzzer with LED on top of each panel, Support EAS bit detection for NXP tags  |      |
|   | GPIO   | 2 inputs, TTL compatible, 0-5V, 2 outputs, TTO compatible, 0-5V, 3 channel relay output control 0-250V AC                   |      |
|   | Gate type RFID readers make                              | Reputed make:<br>Wenglor/VANCH/RFID4KOHA/Data logic/Infoweavers/RFID4U  |      |
| 4 | Hand held reader/scanner                                 | 12.7 cm (5.0") or more, 4GM RAM/64GB Flash memory, with USB interface   | 1 No |
|   | Hand held reader display size                            | User accessible microSD card up to 512MB, V5.0 Bluetooth and BLE supported/wireless/Ethernet, illumination, LED flash, IP65 |      |
|   | Hand held reader rear camera                             | Rear, 13 megapixel colour camera,   |      |
|   | Hand held reader operating frequency                     | 865 – 867 MHz (UHF/Radio frequency) with internal Antenna   |      |
|   | Hand held reader interface/protocol                      | USB/Wireless type, barcode/QR code reading facility to be integrated.   |      |
|   | Hand held reader display                                 | Touch screen display (OS: Android 13), windows embedded handheld  |      |
|   | Compatibility of Hand held                               | With ISO 18000-6C   |      |

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|   |                                |  |                  |
|---|--------------------------------|--|------------------|
|   | readers                        |  |                  |
|   | Hand held readers applications | Warehouse management system  |                  |
|   | Hand held readers make         | Reputed make:<br>Wenglor/VANCH/RFID4KOHA/Data logic/<br>Infoweavers/RFID4U                                     |                  |
| 5 | Wifi router                    | D-Link DIR-806A/ENA AC750 Wi-Fi Router, 750Mbps Speed, Dual-Band, 4 LAN Ports, IPv6 Ready, Gray   DIR-806A/ENA | Nos. as required |
|   | Wifi encryption                | Wireless Encryption using WPA™ or WPA2™  |                  |
|   | Wifi router make               | D-Link DIR-615, ASUS, Mercusys, Infoweavers, Mi, Xiaomi, Data logic  |                  |

| Sl. No | Software                    | Software Specifications  | Required quantity      |
|--------|-----------------------------|--|------------------------|
| 6      | Data Management Software    | Easy installation & setup, Streamlined RFID tagging, reporting & data, quick check-in/check-out.   | 1 system with software |
|        |                             | Simple migration to at enterprise, guided cycle counts, two-way/one way protocol   |                        |
|        | API's                       | Open API's/Java/Python/C/Laravel   |                        |
|        | License up gradation        | License up gradation possible with AMC   |                        |
|        | Data Management Software OS | reputed make/Indigenous/start-ups  |                        |
|        | Data Management Software    | 1.Easy installation & setup, Streamlined RFID tagging, reporting & data, quick check-in/check-out.<br>2.Software shall be capable of expending existing system as well as integrity with the RFID system of other units/Locations. |                        |

### 1.1 SCOPE OF WORK

- a. The Scope of work includes detailed Engineering design, testing at works, inspection, supply, transportation, unloading and receiving the material at site, storage and safe custody at site, handling at site,

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installation, testing & commissioning, guarantee test run and handing over of RFID system and connected accessories with all statutory approvals as per technical parameters

- b. The successful bidder shall submit detailed design and trial run within 4 weeks after release of Purchase Order, after completion of the successful trial run/demonstration then; actual installation work shall be taken up.
- c. Supply of spares for 2 years of trouble free operation and AMC. AMC contract for 5 years after the warrant period.
- d. The battery limit of the work shall be the packing material store at the old gloves plant.
- e. Provision of the scalability and flexibility for future expansion to the other storage area within the factory and potentially to other HLL manufacturing units.

**1.2** The RFID system shall be installed and inspected as per drawings & QAP

**1.3** The bidder's scope shall also include any other services, etc. if called for in the succeeding sections of the specification. The successful bidder shall be responsible for providing all material, equipment & services, which are required to fulfil the intent of ensuring operability, maintainability, reliability and complete safety of the complete work covered under this specification, irrespective of whether it has been specifically listed herein or not. Omission of specific reference to any component / accessory necessary for proper performance of the equipment shall not relieve the bidder of the responsibility of providing such facilities to complete the installation, testing and commissioning of RFID system and accessories as per this document within quoted price.

**1.4** It is not the intent to specify herein all the details of design and drawings. However, the equipment / system shall conform in all respects to high standards of design, engineering and workmanship and shall be capable of performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material which in his judgement is not in full accordance herewith.

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1.5 Items though not specifically mentioned but needed to make the system complete as stipulated under these specifications are also to be furnished unless otherwise specifically excluded.

1.6 Bidder shall submit all the details of the proposed RFID system Design & drawings, electrical/electronic accessories, software & ware house management system, safety protocols etc. confirming to the specifications of this document in the technical bid itself.

## 2.0 Detailed Scope of work by Bidder

- a. Manufacturers and importers of Bluetooth and Wi-Fi-enabled devices **must receive ETA authorization** of the Wireless Planning and Coordination branch of the Ministry of Communications of the government of India.
- b. All equipment shall obtain the approval and clearance by the ETA (equipment type approval) shall be the responsibility of the Bidder.
- c. All necessary certificates in the required form shall be forwarded to PURCHASER. Responsibility of the purchaser with respect to the necessary authority is limited to paying the registration fee and forwarding of necessary application forms only. **All other fees and expenses in connection with approval from all regulatory/statutory bodies shall be borne by the Bidder.**
- d. All equipments and parts covered under ETA authorization shall be imported/exported, fabricated, tested and installed as per the requirement of this regulation, and necessary statutory approvals are to be obtained before the commencement of the work.
- e. Bidder shall furnish detailed design, drawings, data and loading diagrams for the RFID system. Bidder shall provide floor plan of wifi systems, electrical, electronic equipments, etc.
- f. The Scope of work shall include complete ware house software installation (one-way) with necessary software and safety protocols.
- g. Bidder shall provide proposed drawings of the system along with the offer. For all such wifi systems, electrical/electronic components / equipments like gate reader, wifi routers, necessary wirings etc. shall



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- be finalized as part of detailed engineering phase.
- h. All wifi systems, electrical/electronic components / equipments like gate reader, wifi routers, necessary wirings etc. shall be procured from reputed Bidders and manufacturers along with test certificate shall be furnished.
- i. Material of construction for major parts may be specified in the tender with Standards for, wifi and wireless equipments, electrical cabling lines and all such applicable items shall meet Indian standards of ISO/BIS requirements.
- j. Successful bidder has to impart necessary training to the personnel of PURCHASER without any financial implications.
- k. Successful bidder shall provide lightning protection for equipments of the RFID system and its software as applicable. Bidder shall also provide earthing to all electrical equipments.
- l. Successful bidder shall provide the data sheets and drawings of all equipments, instruments etc. of the system with isometric drawing. 3 sets of all the documentation involved in this scope of work shall be submitted by the successful bidder.
- m. All installation and commissioning shall be in vendor scope. All materials required for above jobs are to arranged by the vendor. Inspection, registration, approvals and necessary certification for continuous operation of RFID ware house management system in HLL's premises.
- n. Training should be given to HLL personnel for RFID system and software operation, maintenance and troubleshooting.

### **3.0. Design Requirements (RFID system & Accessories)**

#### **Hardware**

3.1. The products are fully traceable,, convenient for statistics, in/out registry, inventory management and security setting, movement register etc..

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3.2. Automatic sorting and real-time inventory counting of stock can be realized.

3.3. Greatly improves the efficiency of all process, improve the satisfaction of the easy retrievable process, and improves the security of product assets in the management process.

3.4. Warehouse operation efficiency has been greatly improved, and sorting accuracy has been greatly improved.

3.5. Greatly improve the efficiency of personnel and the competitive advantage of the enterprises.

3.6. RFID tag should be in serialization for every asset.

3.7. RFID products should be under the make in India scheme.

3.8. RFID products should be ISO/BIS certified.

3.9. The bidder shall be ISO 9001:2015, ISO/IEC 27001 certified company

3.10. CE and RoHS EU certified products only accepted with at least 6 months validity.

### **Software**

3.1. X/Y/Z positions of the items should be maintained in the software.

3.2. It should read with forklifts, trolleys, dollies, carts, and ladders.

3.3. RFID tag should be in a serialization of every asset.

3.4. Set up the strategic read points, where assets move throughout their use to be able to keep tabs on where they are.

3.5. Review the historical trial of where an asset has been. Outline maintenance cycles to predict future asset repairs.

3.6. RFID system should be enabled workflows such as asset check-in, check-out or transfer to keep tabs on where your assets are.

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3.7. RFID tagged assets along with RFID handheld to quickly and accurately audit the assets.

3.8. Guided count to see what assets you are expecting, missing or matched. If assets are not where they are supposed to be, see exceptions for misplaced assets and take action.

3.9. Anti-collision area and warning area should be set by this software

3.10. Item misplaced should be given alarm and indication.

3.11. Software shall be capable of expanding the existing system as well as integrating with the RFID system of other units/locations.

3.12. The following SAP templates should be integrated with the new RFID software system 1). GR template integration. 2). Reservation template integration. 3). Reservation posting 4). Rejection details 5). Approved vendors list, 6). Quality pass and QA32. 7). materials list, mmbe & mm60 and required addition templates should be integrated as accord.

#### **4.0. RFID system Electricals :**

Bidder shall comply with Main power cables from the main panel to the various consumers. Electrical power will be available in the packing store (old gloves plant area).

- Control cables from the panel to the various wifi equipments
- Cable trays & Accessories as required
- Electrical earthing, lightning arrestors, safety devices etc. shall be provided.

#### **5.0. General Terms for Instrumentation & Control system**

**A.** The drawings & Control System configuration of the proposed system shall be provided along with the proposal.

**B.** Successful bidder shall provide the details of the range of the instrument, nominal values, minimum, maximum values, alarm values and trip values (Software and Hardware) shall be provided for review.

**C.** The Wiring diagram of the hardware components shall be provided

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for approval after PO placement.

**D.** The details (Soft and Hard copy) of the hard wired interlocks/logic implemented using the switches shall be provided for approval after PO placement.

**E.** As built drawings (03 numbers) of the ICS configuration, electronic equipment wifi ranges, alarm values, trip values, parameters of the programmable controllers shall be provided after successful commissioning of the system.

**F.** The programmable controllers shall be powered using 24 V DC only and all the relay logic shall be implemented with 24 V DC power. Dual redundant DC power shall be provided with Diode O ring where ever applicable.

**G.** All the test certificates for the instruments and components like material test certificates, calibration certificates, etc shall be provided.

**H.** The supplied system shall have end to end spare capacity of at least 20 % for future use.

**I.** The RFID system as a whole shall be Independent with its own control and MCC. The Low voltage switchgear panels (MCC) shall be metal clad, totally enclosed, CRCA sheet steel cubicle compartmentalized. And shall be fixed Magnetic contactor, Bimetal overload relay, auxiliary contactor and CTs for metering.

**J.** Data sheets of all electrical, electronics and software components need to be indicated in the bid document and to be approved by the Purchaser.

**K.** Following make of the different instruments are acceptable:

|    | Description                      | Make                                     |
|----|----------------------------------|--|
| 1. | Contactors, Auxiliary Contactors | Siemens, Schneider, L&T                  |
| 2. | MCB's/MCCBs/OL Relay             | Schneider , Siemens, L&T,                |
| 3. | Standalone Controllers           | Honeywell, Eurotherm, Digitrenic, or ABB |
| 4. | Relays (DC)                      | Finder, Omron, OEN                       |
| 5. | Connectors                       | Amphenol, Deutsch, or Elco               |
| 6. | MCCB, & Switchgear               | Siemens/Schneider/L&T                    |

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**L. MCC panel Related:**

- i. All the MCC panels should have LED lamps for indicating the availability of three phase power, Voltmeter and Ammeter and Multiplication meter for recording the various electrical parameters.
- ii. Emergency STOP provision shall be provided on all the starter Modules
- iii. The MCC panels shall be provided with ON/OFF/Trip indicating lamps, Local/Remote mode, reset PB for BMR and ammeter. These shall be provided on the front door of the panel.
- iv. The power contactor shall be three, pole, double break electromagnetic air break with AC-3 category of duty. The rated coil voltage shall be 230 V AC.
- v. The cable entry shall be from the bottom.
- vi. Successful bidder shall provide the details of the MCC components proposed along with their selection criteria, makes and data sheets for department approval.
- vii. All the wiring diagrams shall be submitted for approval before realization. Standard/Good Engineering practices shall be followed during wiring of the panels with cross feruling.
- viii. Any other make other than the above specified makes shall be used subject to prior approval from department.

**6.0. Electricals:**

- a. RFID system shall be complete with all necessary electrical cabling from the main electrical panel to control panel. Power cables shall be 230 V grades, PVC insulated & PVC overall sheathed.
- b. Control cables shall be multi-strand copper conductors of minimum sq.mm.

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## SCHEDULE – C

### TERMS & CONDITIONS (GCC)

#### 1. DEFINITIONS

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

- (a) “The Contract” means the agreement entered into between HLL and the Contractor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to HLL in accordance with the technical specifications mentioned under schedule A of the Contract;
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Contractor covered under the contract;
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract as mentioned in the relevant documents.
- (g) “HLL” means the Organization purchasing the Goods, as named in relevant documents.
- (h) “The Contractor” means the individual or firm supplying the Goods under this

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Contract;

(i) "Day" means calendar day.

(j) "Delivery period" means the period applicable up to completion of supply; installation and testing by the contractor at the required location mentioned in purchase order and accepted by HLL.

## 2. APPLICATION

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

## 3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Contractor shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Contractor shall not, without HLL's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of HLL and shall be returned (in all copies) to HLL on completion of the contractor's performance under the Contract if so required by HLL.

## 5. PATENT RIGHTS

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

## 6. INSPECTION AND TESTS

6.1 HLL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of HLL. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests HLL requires and where they are to be conducted. HLL shall notify the Contractor in writing of the identity of any representatives retained for these purposes.

6.2 The inspections and test may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to HLL.

6.3 Should any inspected or tested Goods fail to conform to the specifications, HLL may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to HLL.

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

## 7. PACKING & FORWARDING

7.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in



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transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the agreement / purchase order including additional requirements, if any, specified in the relevant document and in any subsequent instructions ordered by HLL.

## 8 DELIVERY AND DOCUMENTS

Transportation, Erection and commissioning shall be carried out by the bidder at Peroorkada factory, HLL Lifecare Limited, Thiruvananthapuram 695005.

All necessary Equipments like welding machine, Gas cutting set, Grinding M/C, etc, and Consumables like Welding Electrodes, Gases, Grinding Wheels, paints, brushes, etc., including material handling support, skilled and semi-skilled manpower required for carrying out the above work shall be in the scope of the bidder.

The supply scope of work as per this specification document shall be completed within maximum period of 6 months from the date of placement of Purchase Order and erection and commissioning within maximum period of 2 months from the date of site clearance after receipt of items

## 9. INSURANCE

9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees (as specified in work order / purchase order / contract) against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

## 10. INCIDENTAL SERVICES

10.1 The contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC /relevant document:

(a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods

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(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of detailed operations and maintenance manual

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and

(e) Training of HLL's Personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

## 11 SPARE PARTS

1.1 As specified in the Special Conditions of Contract, the Contractor may be required to provide the information pertaining to spare parts (specifications and supplier details) manufactured or distributed by the Contractor and also provide the list of spares. The party will provide the filtration membranes during the period of warranty at free of cost

(a) Such spare parts as HLL may select to purchase from the Contractor, providing that this selection shall not relieve the Contractor of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

- (i) Advance notification to HLL of the pending termination, in sufficient time to permit the HLL to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to HLL, the blueprints, drawings and specifications of the spare parts, if and when requested.

PERFORMANCE TEST AND GUARANTEE:

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- A. As soon as the RFID system is commissioned the Bidder shall conduct a Performance Guarantee test of the system. All parameters listed below are to be proved/demonstrated to the complete satisfaction of PURCHASER. The duration of test run shall be for a period of 24 hours continuous operation after stabilization. Performance guarantee runs - after one month of continuous trouble free operation.
- B. The following parameters are to be guaranteed by the Bidder as the specifications provided at the system outlet Battery limit. In the event of not achieving the same, the Bidder has to set right the system to achieve these figures without any extra cost with in a period of three weeks. If the Bidder fails to achieve even after this, PURCHASER shall be free to get it done by themselves or through other agencies at the risk and cost of the Bidder.
- a. Bidder shall guarantee the equipments and the components of RFID system against all defects in design, use of defective materials or bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. Any such defect shall be set right by the Bidder at his own cost during the period.

## 12. WARRANTY

12.1 The Contractor shall warrant that the Goods supplied under this Contract are of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The contractor further shall warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the HLL's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination

12.2 This warranty shall remain valid for minimum one year from the date of installation or commissioning.

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12.3 HLL shall promptly notify the contractor in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC/ relevant document, and with all reasonable speed, shall indemnify HLL.

12.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC / relevant document, within a reasonable period, HLL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which HLL may have against the Contractor under the contract.

### 13. PRICES

13.1 Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in HLL's request for bid validity extensions, as the case may be.

### 14. CHANGE ORDERS

14.1 HLL may at any time by written order given to the Contractor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for HLL;
- (b) services to be provided by the Contractor.

14.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or contract schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days

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from the date of the Contractor's receipt of HLL's change order.

## **15. CONTRACT AMENDMENTS**

15.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **16. ASSIGNMENT**

16.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with HLL's prior written consent.

## **17. SUBCONTRACTS**

17.1 The contractor shall notify HLL in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Contractor from any liability or obligation under the contract.

## **18. LIQUIDATED DAMAGES**

18.1 If the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, the liquidated damages equivalent to 0.5 percent of the value of order per week of delay subject to a maximum deduction of 7.5%. Once the maximum is reached, HLL may consider termination of the Contract.

## **TERMINATION BY DEFAULT**

19.1 HLL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part;

- a) if the Contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension

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thereof granted by HLL, or

- b) If the Contractor fails to perform any other obligation(s) under the contract.

19.2 In the event HLL terminates the Contract in whole or in part, HLL may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to HLL for any excess costs for such similar Goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

## 20. FORCE MAJEURE

20.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of HLL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

20.2 If a Force Majeure situation arises, the Contractor shall promptly notify HLL in writing of such conditions and the cause thereof. Unless otherwise directed by HLL in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 21. TERMINATION FOR INSOLVENCY

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

## 22. RESOLUTION OF DISPUTES

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22.1 HLL and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, HLL and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

22.3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram

### 23. GOVERNING LANGUAGE

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

### 24. APPLICABLE LAW

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

### 25. NOTICES

25.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax or email and confirmed in writing to the other Party's address specified in Special Conditions of Contract

25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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## 26. TAXES AND DUTIES

- 26.1 Contractors shall be entirely responsible for all taxes, duties, license fees, octroi etc. incurred until completion of the commissioning of the RFID system.
28. The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of Contract Period.
29. The bidder shall intimate the Purchase department of HLL regarding changes in manufacturer name, production facilities/process and other changes if any during contract period.
30. The quantity mentioned herein is approximate requirement and in case the company requires less/more quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.
31. HLL reserves the right to split up the quantity and place the order on more than a supplier and also reserves the right to accept or reject the offer without assigning any reason.
32. The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
33. A self-certified certificate in the letter head of the firm confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed in Envelope II.
34. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. HLL reserves the right not to receive material beyond the delivery date given in the order.
35. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period up to 31.03.2025 during which period no price escalation and no change in terms and conditions will be allowed on any ground.
36. Acceptance of the delayed supplies and excess quantity is solely at the discretion of HLL. In the case of excess supply the excess quantity shall be returned back through the Transporter indicated in Schedule F (clause 7) or our authorized transporter on freight to pay basis.
37. Mode of Transport shall be by road, unless otherwise specified. The materials shall be sent through the Transporter who has been granted a Certificate of Registration for transportation of goods as per Carriage by Road Act 2007.



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38. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram.

### 39. SIGNING OF CONTRACT AGREEMENT

The successful bidder has to submit a contract agreement in their letter head as per the format specified in Schedule -L.

### 39. Delays in design, supply, installation, testing, & commissioning of RFID system in the packing store with accessories

➤ Delivery, Installation, Validation and Commissioning of the equipment and its parts and accessories shall be made by the Contractor within the stipulated delivery date as specified in the purchase order / work order / contract, from the date of placing the date of Order. If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely design, supply, installation, testing, & commissioning of RFID system in the packing store, the Contractor shall promptly notify HLL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, HLL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without penalty.

2 A delay by the Contractor in the performance of its Delivery, Installation, Validation and Commissioning obligations shall render the Contractor liable to liquidated damages as mentioned in relevant tender document, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

3 If the Contractor fails to deliver any or all of the equipment or its parts or perform the Services within the time period(s) specified in the Purchase Order, HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty as per the relevant clause of tender document.

### 40. Completion period.

The supply scope of work as per this specification document shall be completed within maximum period of 4 months from the date of placement of Purchase Order and erection and commissioning within maximum period of 2 months from the date of site clearance after receipt of items

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#### 41. Payment Terms

##### 41. A: Payment Terms for Supply

Payment will be made after the supply and acceptance of items.

- (A) 50% against Supply, acceptance and trial run of the RFID system,
- (B) 20% on installation & commissioning,
- (C) 20% after successful validation,
- (D) Balance 10% against submission of PBG for 10% of order value, valid for 1 year from the date of Installation & Commissioning & successful Validation of the RFID system.
- (E) In case advance is required against supply, as per GFR, HLL shall pay a maximum of 30% of quoted value of RFID system (Item No 1 of Price Bid) as advance against BG valid till completion of installation and commissioning at site. The interest charges towards the advance will be included in the evaluation of price bid and considered for arriving at the lowest bid.

##### 41. B Defect liability period:

- i) Defect liability period will be 12 months from the date of Completion as certified by the authorized Official(s) of HLL.
- ii) The contractor shall stand guarantee for materials and workmanship as per schedule-A in Technical Specification given in the Tender Notification and schedule-C of the General Conditions of Contract. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by the Authorized Official(s) of HLL, at his own cost and within the time stipulated by the Official concerned. The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.

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## SCHEDULE D

➤ Technical Inputs to be provided by the bidder as per following table

### 1.0 Scope of Supply by PURCHASER

| Description  | Unit   | Remarks   |
|--|--------|---|
| Supply of one computer server with A desktop display | 1 unit | Processor Inter(R) Xenon(R) CPU E5 - 4620v @ 2.60 GHz, Memory: 8036 MB, Hard Disk capacity: 100GB, 4GB RAM. |
| Power supply   |        | At RFID system MCC incoming terminal 230 V, three phase, 50 Hz and neutral power supply.                    |

### 2.0. COMMITMENT OF SUPPLIER

- Interpretation of Contract documents:
- All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the Purchaser. The decision of the Purchaser shall be final and binding. The supplier shall execute the work accordingly.
- The supplier shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.

### 3.0. STAFF AND WORKERS

The supplier shall depute qualified engineers for execution of the project. The technical staff employed by the supplier shall be responsible for the quality and workmanship of the work as per the satisfaction of the Purchaser. The Supplier's supervisory staff should follow the instructions given by Purchaser /Consultant or his authorized representative. If any of the Supplier's staff members is incapable or in-experienced, in the opinion of the Purchaser, then he should be removed immediately and the supplier should do suitable substitution. Technical staff employed should be degree holder from a government-recognized institution

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or equivalent with at least 3 years practical experience of work in addition to Diploma holders and other experienced supervisory staff.

If the workers or the supervising staff of the supplier are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the supplier would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the supplier.

#### 4.0. SAFETY OF ADJOINING PROPERTIES

The Supplier or his authorized representatives should conduct all the operations necessary for the execution of works in such a manner that no inconvenience / damage is caused to the properties of other persons & Purchaser.

#### 5.0. EXECUTION OF WORK

##### General:

All the works shall be executed in accordance with the detailed drawings, specifications and instructions to be given by the Purchaser or mentioned in the contract document.

##### Drawings:

The drawings given in the tender document are as per our present requirement. The supplier has to discuss with purchaser for the exact requirement to prepare the working drawing by him.

##### Inadequate/substandard works and materials:

- i) If any material used by the Supplier is found unsuitable or of sub-standard quality after testing, then the Supplier shall remove those faulty materials immediately as per the instructions of the Purchaser.
- ii) If any work executed by the Supplier is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the Supplier without claiming any extra payment or extension in time period.

##### Default of Supplier in compliance:

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If the supplier or his authorized representative fails to follow the instructions given by the Purchaser regarding any of the works, then the same shall be got executed by other persons employed by the Purchaser and the expenses incurred shall be borne by the Supplier.

**Discrepancies between instructions:**

If any discrepancy occurs between the various instructions conveyed to Supplier or his authorized representative or if any misunderstanding arises between the Supplier's staff and Purchaser's staff, the supplier shall report the matter immediately to the Purchaser. The decisions of Purchaser shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

**Change in specifications:**

If there is any variation in specification or any change in make of item, then it has got to be approved from the Purchaser prior to installation or execution.

**Work not specified in the specification:**

If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specifications, and if the work is not covered by IS specifications also, then it should be executed as per standard engineering practice, subject to the approval of the Purchaser.

**6.0. CARE OF WORKS**

From the commencement to the completion of works, the Supplier shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the supplier shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the Purchaser.

**7.0. SAFETY CODE:**

**Safety and Protection:**

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The supplier shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the supplier should provide for;

- i) Safety of personnel engaged in the construction.
- ii) Protection and safety of works and materials during their progress.
- iii) Sanitary and hygienic conditions of working and living for his workers, as required by the Purchaser.

**Use of Safety Gadgets:**

The Supplier shall have to ensure availability and use of all desire safety gadgets like safety belts, helmets, goggles, hand gloves etc.

**Unsafe working condition:**

If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the supplier may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

**First Aid:**

The supplier shall provide first aid facilities for his employees and those of his sub-SUPPLIERS. The requisite first aid box and medicines should always be available at work site.

**Supplier's Barricades:**

The supplier shall erect and maintain barricades required in connection with his operations to guard or protect: -

- i) Excavations
- ii) Hoisting Areas

- iii) Areas adjudged hazardous by the Supplier's or Purchaser's representatives.

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- iv) Charged electrical panels.
- v) Purchaser's existing property liable to get damaged by supplier's operation.

**Preservation of peace:**

The supplier shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

**8.0. DETAILS OF WORK EXECUTION**

- i) The work shall be done in such a manner so as to clear work front availability for other agencies working at site.
- ii) Finish of work shall be as per drawings & details given by Purchaser.
- iii) In general the complete work is to be done as per Indian Standard and esthetical norms as specified and detailed in Tender.

**9.0. SUPPLIER'S SCOPE OF SUPPLY**

All materials required for executing the jobs specified in the Schedule of Items, inclusive of all tools, tackles, scaffolding, consumables & testing equipments shall be procured and supplied by the supplier at his own cost except for any items specified as Purchaser supplied.

**10.0. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:**

- i. General Arrangement drawing of the system.
- ii. Detailed list of Instrumentation items to be supplied.
- iii. Detailed list of Electrical items to be supplied.
- iv. Detailed list of spares for 2 years operation shall be submitted for the RFID system.
- v. PERT chart for supply and Site activities.
- vi. Proposed Drawings & Diagrams.
- vii. Equipment data sheet.

All relevant documents and drawings need to be submitted in soft copy along with hard copies

**11.0. Inspection & Approvals**

- a) The RFID system shall be subject to inspection and testing in

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accordance with latest Air codes.

- b) RFID installation shall be subject to inspection & testing in accordance with latest revision of standards
- c) Simulation test of RFID control panel shall be carried out in presence of customer's representative at the place of manufacture before delivery.
- d) All Electrical/Electronics/wifi equipments, meters, transmitters, desktop equipments etc shall be procured from reputed Bidders and manufacturer's test certificate shall be furnished.



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SCHEDULE –F

**QUESTIONNAIRE**

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

1. Name & Address of the Supplier with :
  - (a) Telephone No.
  - (b) E-mail Address
  - (c) Name of contact person
  - (d) Whether proprietary/partnership/Limited company.
  - (e) Specify whether SSI/ MSME/Start-up unit
  - (f) If Yes, pls specify if your unit is owned by : SC/ST /Women entrepreneur
  - (g) Specify whether Startup unit :
2. How many years have you been in the :  
business of Installation/selling?
3. (a) What is your annual production capacity :
4. Indicate the delivery schedule stipulated by HLL:
5. What would be the minimum period :  
Required to deliver the ordered quantity  
from the date of confirmed purchase  
order?
6. Have you been a supplier to any Condom :  
Manufacturer, if so give details of the  
name, address, quantity and values of  
orders received and executed during the  
last three years? (Attach separate sheet)

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7. Kindly furnish the name and address of the Transporter through whom the rejected material is to be returned on freight to pay basis :
8. What is your Annual Turn Over during the last 3 years? :
9. Details of Tax Registration: -  
a) GST NO

All the information provided herein is true & correct.

PLACE:  
THE APPLICANT  
DATE :  
OFFICE SEAL)

NAME & SIGNATURE OF  
(WITH

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SCHEDULE G

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

**NAME OF PRODUCT:**

1. Name & Address of the Manufacturer :
  - (a) Telephone No.
  - (b) E-mail Address
  - (c) Name of contact person
  - (d) (i) Whether proprietary/partnership/Limited company.  
(ii) Furnish Name/'s, address, phone nos. of Proprietor/ Managing partner/ M.D / Director's
  - (e) Specify whether SSI/MSME/Start-up unit
  - (f) If Yes, pl specify if your unit is owned by :SC/ST /Women entrepreneur
  - (g) Specify whether start up unit :
- 2) Details of tax registration :
  - a) GST No. :
- 3) Name & Address of your Banker(s)  
Account no. :  
Swift Code
- 4) Annual Turnover :
- 5) Do you have a Quality Control department? If yes, give the details of the facilities. : Yes/No
- 6)
  - a) Do you have inspection for incoming materials : Yes/No
  - b) Do you have in process inspection facilities : Yes/No
  - c) Do you have final inspection of the product : Yes/No

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7) Do you have any accreditation : Yes/No  
(a) ISO 9001/ISO/BIS Certification  
(b) Any National/International Laboratory/Authority  
Certification  
If 'Yes', give details along with a copy of certificate issued by them.

1) Do you have an environmental policy/ISO 14001 certification? : Yes /  
No  
If yes, please give the details.

9) Furnish the details of testing equipments:

10) Have you been assessed previously by HLL : Yes/No

11) List of customers  
a) Government Dept. / PSU's  
b) Private Sector

12) Have you furnished the pre-bit installation to HLL? : Yes/No

Place : **NAME AND SIGNATURE OF THE VENDOR**  
Date : **Office Seal)**

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तिरुवनंतपुरम-६९५००५ THIRUVANANTHAPURAM-695 005  
PHONE NO: 0471 - 2437270, 2539329, 2435013;  
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SCHEDULE- H

**TECHNICAL BID  
LIQUIDATED DAMAGE CLAUSE**

The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

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**SCHEDULE – I**

**DECLARATION**

*(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)*

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

**SEAL OF THE APPLICANT  
SIGNATURE**

**NAME AND ADDRESS OF APPLICANT**

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SCHEDULE – I-A

**BID SECURITY DECLARATION**

To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From,

To,

The GM (Commercial)  
HLL Lifecare Limited  
(A Government of India Enterprise),  
Peroorkada Factory, Thiruvananthapuram – 695 005,

Dear Sir,

We, the undersigned have examined the above-mentioned Tender, 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 attached herewith and made part of this IFB. If our offer is accepted, we undertake to maintain 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 offer is accepted, we shall provide you with a performance security of required amount as per the terms of this IFB.

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We also accordingly confirm to abide by this IFB to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We confirm that we do not stand deregistered / banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any.

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF APPLICANT



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## SCHEDULE- J

### PRE-CONTRACT INTEGRITY PACT

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

#### Between

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

#### And

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

#### Preamble

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

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

NOW, THEREFORE,

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

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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.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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- 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 the Government for

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showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty 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 counterparty 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

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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 6 of the Companies Act 1956.
- 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

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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.

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

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.3 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.4 If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form

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such as to put his reliability or credibility in question, t HLL is entitled to disqualify the BIDDER from the tender process.

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

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**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.

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- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.



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- 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 Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).

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- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

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PHONE NO: 0471 - 2437270, 2539329, 2435013;  
EMAIL: [materialspt@lifecarehll.com](mailto:materialspt@lifecarehll.com) / [materialsnt@gmail.com](mailto:materialsnt@gmail.com)

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

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

**Clause.9. Facilitation of Investigation**

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

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

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

**Clause.11. Other legal Actions**

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

**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

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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.
- 13.2 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.

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**SCHEDULE – K**

**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA**

| SI No. | Description   |        |
|--------|---|--------|
| 1.     | The BIDDER should have design, supply, installation, testing & commissioning of RFID system at least one number in the past three years. For which supply orders, completion certificate proofs, performance certificate of the previously commissioned system duly approved by the concerned authority of the clients. | YES/NO |
| 2.     | List customers with contact nos. to whom you have installed the RFID system and can directly confirm.   | YES/NO |
| 3.     | Bidder must have minimum turnover of Rs. 1 crores each during the last three years ending 31.03.2023. (Documents relating to the above shall be attached.)  | YES/NO |
| 4.     | Do you have own development facility, research facility and equipments and qualified manpower as per Schedule B   | YES/NO |
| 5      | If answer for 4 above is yes. Bidder must have Manufacturing infrastructure and documents to substantiate the same. GST Registration certificate as per clause 4 of minimum eligibility criteria (schedule B).  | YES/NO |
| 6      | Do you have standard testing facility for certification of material procurement?  | YES/NO |
| 7      | Are you coming under MSE/SSI/Start up unit category?  | YES/NO |
| 8      | Is your company is able to work best under pressure, and handle tight deadlines as required by the purchaser, as this item is of urgency in nature.   | YES/NO |

All the information provided herein is true & correct

NOTE: Forms must be completed in all respect and supported by relevant documents.

**PLACE  
DATE:**

**NAME & SIGNATURE  
(WITH OFFICE SEAL)**

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SCHEDULE – L

### TECHNICAL BID

#### DECLARATION FOR MAKE IN INDIA

Dear Sir/ Madam,

With reference to the above tender for the supply of ....., we confirm the product offered is with a percentage of local content more than 20% / 50%.

Name & signature of Tenderer

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SCHEDULE- M

FORMAT FOR  
"NO DEVIATION CERTIFICATE"

**NO DEVIATION CERTIFICATE**

This is to certify that our offer is exactly in line with your tender enquiry no.  
This is to expressly certify that our offer Technical or Commercial in either direct or  
indirect form.

**Signed By:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

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SCHEDULE- N

FORMAT FOR  
ANNUAL TURNOVER OF BIDDER

Tender Enquiry No-----

Date-----

| SI. No. | Financial Year | Turnover (In Rs. Crores) |
|---------|----------------|--------------------------|
| 1       | 2021-22        |                          |
| 2       | 2022-23        |                          |
| 3       | 2023-24        |                          |



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**SCHEDULE - O**

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### REQUISITION FORM FOR E-PAYMENT

*(To be submitted in the letter pad of the firm indicating full name and address,  
telephone & fax numbers etc.)*

Certified that I am having a Savings / Current Account in <Name of Bank> ----  
----- at <Name of Branch>-----  
----- with <IFSC Code> \_\_\_\_\_

The Account Number is: \_\_\_\_\_

I wish to receive all payments in this account through NEFT and RTGS systems, as  
the case may be, for all payments relating to this Tender / order.

A scanned copy of cancelled cheque is also enclosed as per Schedule I of Part-III

Name of  
Bidder

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach Scanned copy of Cancelled cheque of above bank)

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**SCHEDULE - P**

**ACCEPTANCE FORM**

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

**General Manager (Purchase)**  
**HLL Lifecare Limited**  
**(A Government of India Enterprise),**  
**PEROORKADA FACTORY, Thiruvananthapuram – 695 005,**  
**Ph: (++91 471) 2437270**  
**E-mail:**

Dear Sir,

I / We, hereby offer to supply as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by HLL. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of supply of item required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH SEAL**

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**SCHEDULE - Q**

**CONTRACT AGREEMENT**

**(DRAFT)**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK OF -----  
DATED----- Between M/s----- hereinafter  
called the contractor (which term shall unless excluded by or repugnant to be subject  
or context include its successors and permitted assigns) of the one part

AND

HLL Lifecare Limited hereinafter called HLL (which term shall unless excluded by or  
repugnant to the subject or context include its successes and assigns) of the other  
part.

**WHEREAS**

a. HLL is desirous that the Design, Supply, Installation, testing, commissioning  
and validation of \_\_\_\_\_ at \_\_\_\_\_  
should be executed as mentioned, enumerated or referred to in the tender  
document vide tender no. \_\_\_\_\_ including:

- i. Notice Inviting Tender,
- ii. General Conditions of the Contract
- iii. Special Conditions of the Contract
- iv. Schedule of Quantities and Rates

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- v. Agreed Variations
  - vi. Tender Form, Manufacturer's Authorization Form/s (if any)
  - vii. Other documents, as called for in the Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labor and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

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AND WHEREAS

HLL accepted the offer of M/s ----- (Contractor) for the Design, Supply, Installation, testing, commissioning and validation of -----  
----- at -----and conveyed vide letter No.-----  
dated -----at the rates stated in the Bill of quantities for the work and accepted by HLL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

*NOW THIS AGREEMENT WITNESS & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.*

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby covenant with HLL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, HLL does hereby agree with the contractor that HLL will pay to contractor the respective amounts for the work actually done by him and approved by HLL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

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It is specifically and distinctly understood and agreed between HLL and the contractor that the contractor shall have no right, title or interest in the site made available by HLL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and HLL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and  
on behalf of HLL

Signature and delivered for  
and on behalf of the contractor

(HLL LIFECARE LIMITED)

(Contractor)

OFFICIAL ADDRESS

Date

Date

Place

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

SIGNATURE

SIGNATURE

NAME

NAME

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**SCHEDULE – R**

Bill of Quantities

| Sl. No. | Description   | Quantity |
|---------|---|----------|
| 1       | design, supply, installation, testing & commissioning of RFID system, transportation, unloading and receiving the material at site ( with software) in the packing store.                         | NO       |
| 2       | handling at site, installation, testing, commissioning, guarantee test run and handing over of the RFID system and connected accessories with all statutory approvals as per technical parameters | NO       |
| 3       | Supply of Essential spares for the RFID system for 2 years trouble free operation   | NO       |
| 4       | Indicative ETA authorization Inspection Charges   | NO       |
| 5       | Annual maintenance contract for 5 years (After the warranty period of the RFID system)  | NO       |

Conditions:

- 1) The party has to quote either for 1, 2, 3 & 5 or 1, 2, 3, 4 & 5
- 2) **Before quoting, the party has to visit the site and clear all doubts with the officials of Engineering Department.**
- 3) After work, the party has to clean all the debris and waste materials and transfer the same to scrap yard.
- 4) Safety work permit has to be taken before starting the work.

The proof of remittance of PF & ESI charges to be submitted to HLL, otherwise

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statutory levies such as ESI, PF etc will be deducted from contractor's bill as per rules.

Bidders shall have registration under GST and shall produce necessary certificate from IT for deduction at specified rate/non deduction of WCT, if any applicable under GST.

Bidder shall provide Excise / GST Invoice (manufacturer invoice / dealer invoice) for goods under supply schedule

Statutory levies if any :

Any other Remark (s) :

NAME OF TENDERER: \_\_\_\_\_

Place:

ADDRESS AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)

Date: