

e-TENDER ENQUIRY DOCUMENT

Selection of Agency
for providing Services of Point of Presence (PoP)
for implementation of National Pension System (NPS)

Tender No: HLL/CHO/HR/NPS/2024

Dated: 03-05-2024



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INDEX

Section	Topic	Page No.
Section I	– Notice inviting e-Tender (e-NIT) -----	03
Section II	– Scope of Work -----	05
Section III	– General Instructions to Tenderers (GIT) -----	08
Section IV	– Special Instructions to Tenderers (SIT) -----	28
Section V	– General Conditions of Contract (GCC) -----	29
Section VI	– Special Conditions of Contract (SCC) -----	36
Section VII	– List of requirements -----	37
Section VIII	– Qualification Criteria -----	38
Section IX	– Tender Form -----	39
Section X	– Price Schedules -----	40
Annexure-1	–List of HLL Divisions/offices-----	41
Annexure -2	– Details of PoP-----	42
Annexure-3	– Certificate of Authorized Representative of the Tender-----	44
Annexure-4	– Deviation Statement-----	45
Annexure-5	– Bidder Compliance on Eligibility Criteria -----	46
Annexure-6	– Bidder Self-Assessment on Technical Parameters-----	48
Annexure-7	– Bidder compliance on Price Bid-----	49
Annexure-8	– Check List-----	50
Annexure-9	– Declaration-----	51
Annexure-10	– BANK GUARANTEE FORM FOR PERFORMANCE SECURITY -----	52
Appendix A	– Public Procurement (Preference to Make in India), Order, 2017-----	53

SECTION I

NOTICE INVITING TENDER (NIT)

Tender Enquiry No.: HLL/CHO/HR/NPS/2024 dated:03-05-2024

(1). HLL Lifecare Limited (HLL), India's leading manufacturers and marketers of contraceptive, Health Care and Pharma products is a Mini Ratna Central Public Sector Enterprises under the Ministry of Health and Family Welfare. HLL is a global leader in the area of contraceptives, hospital products and healthcare services. With 7 manufacturing units, 3 subsidiary /joint venture companies, 21 regional offices. HLL exports products to over 85 countries. Besides this, HLL is engaged in providing healthcare and diagnostic services, consultancy and contract services for healthcare infrastructure projects and consultancy services for procurement of medical equipment and devices in healthcare sector. Thus, HLL is positioned as a total healthcare solution provider catering to the wellbeing of the society at large.

(2). Presently, HLL has a separate Scheme for Defined Contribution Pension in respect of Executives and Workmen. The management of the Pension Scheme rests with a Trust constituted for the purpose HLL has engaged M/s LIC of India as the fund Manager to manage the pension fund. The annuity are currently purchased from M/s LIC of India i.e the empanelled Annuity Service provider, as per the various options exercised by the superannuating employees/nominees of deceased employee. The annuities are directly distributed by the annuity Service provider to the super annuated employees /nominees of the deceased employee.

(3). National Pension System (NPS) is a Government of India (GoI) promoted, defined Contribution pension Scheme, regulated by pension Fund Regulatory and Development Authority (PFRDA) under the Pension Fund Regulatory and Development Authority Act, 2013.

(4). HLL is in the process of implementing NPS for its employees. Accordingly, it is proposed to introduce " National Pension System (NPS) –Corporate Sector Model" at HLL as an "Option" in addition to the existing defined Contribution Pension Scheme and select the Point of presence (PoP) under the two bid system. However, the choice whether to continue with the existing defined Contribution Pension Scheme for NPS will rest with the beneficiaries .In other words, NPS Scheme will be voluntary in nature. The manpower strength of the company is 1200 employees as on 31.01.2024 at various locations in India. However, the numbers of employees are subject to change every year due to new joining / separation of employees.

(5). The selection of agency for providing services of Point of presence (PoP) for implementation of NPS in HLL would be for 3 years.

(6). In this regards, HLL Lifecare Ltd. (HLL), invites tenders, from eligible and qualified tenderers for providing Services of Point of Presence (PoP) for implementation of National Pension System (NPS):

Service Name	Tender Fee in INR	EMD in INR
Providing services of Point of Presence (PoP) for implementation of National Pension System (NPS) for its employees employed at Divisions /Units/Offices/ located at different parts of the country.	NIL	NIL

(7) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of clarifications/ queries if any from the prospective bidders	13.05.2024, 06:00 PM
b.	Uploading of responses to the clarifications/ queries if any received from the prospective bidders	16.05.2024, 03:00 PM
d.	Closing date & time for submission of online bids	22.05.2024,02:00 PM
e.	Time and date of opening of online bids	23.05.2024,03:00 PM

SPECIFIC Instructions for e-Tender Participation:-

- (8) Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
- (9) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- (10) The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal> . On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
- (11) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- (12) Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal> .
- (13) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned as above.
- (14) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
- (15) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- (16) Bidders shall ensure that their bids complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**
- (17) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.

**SVP(HR)i/c
HLL Lifecare Limited**

SECTION II
SCOPE OF WORK

The scope of work for the bidder covers the following.

(a) Registration process

(i) Completion of the registration process with PFRDA and Central Record keeping Agency (CRA) for HLL and allotment of Corporate Registration number for HLL under NPS .The bidders shall also facilitate changes in Trust Deed if required. Deed of Variation (DoV) and approval of Commissioner of Income Tax, etc as & when required.

(ii)The bidder shall process applications received from HLL employees for generation of PRAN number.

(iii)The bidder shall process request of HLL employees for merger of Individual NPS plan to Corporate NPS plan .This should not attract any charges /levies . In case some accounts are dormant /inactive, the same needs to be activated.

(b) Initial Contribution on processing at the time of registration:

(i) Collecting and transferring the funds after verifying the employee's details such as PRAN No, name, Payment details etc. to the Trustee bank for the corresponding PRAN of the employees.

(ii) Visit the HLL Divisions/offices for early processing of PRAN for employees, if required. List of HLL Divisions/offices are enclosed at Annexure -1.

(iii) The bidder is expected to complete the process of registration of all HLL employees who are on rolls and have opted NPS, within 2 months from the date of award of contract. HLL will start contributing to PoP as soon as all the necessary requirements related to HLL are completed .

In respect of new inductions, PoP is expected to complete the process of registration within one month from the date of receipt of requisite details from HLL.

(c) Regular Pension Contribution

(i)After all due diligence, collecting and transferring the Funds to the NPS Trustee bank for the corresponding PRAN of the subscriber.

(ii) Upload subscriber contribution details online into the CRA system for the corresponding PRAN of the subscriber.

(d)Transfer Superannuation Funds to NPS :

Providing assistance and processing transfer of existing corpus of HLL defined Contribution Scheme maintained with LIC to NPS. The bidder shall also facilitate movement of funds from M/s LIC to NPS in respect of beneficiaries who opt for NPS at a later period of time also.

(e) Changes in Subscriber Details:

The bidder shall also provide the following non-financial services related to NPS to employees:

- (i) Processing change request for change in employees personal details such as address, etc
- (ii) Processing change request of Investment Scheme /Pension Fund Manager.
- (iii) Processing of withdrawal request.
- (iv) Attend request from employee for re-issue /regeneration of I-pin,T-pin, PRAN card.
- (v) Any other subscribers services prescribed by PFRDA /CRA from time to time.

(f) Grievance Handling :

- (i) The bidder shall communicate with other NPS intermediaries for resolving the grievances of the employees of HLL and ensure prompt resolution of grievances.
- (ii) The queries related to NPS Corporate model shall be resolved by the bidder on call & email ,etc The Query related numbers/emails etc of the bidder and details of Escalation matrix of the selected PoP should be provided in the Service Level Agreement to be executed between HLL and selected bidder.
- (iii) The bidder shall address the queries /grievances of the employees within the deadlines prescribed by PFRDA.

(g) The bidder shall complete the work assigned within the deadlines prescribed by the PFRDA .

(h) HLL will provide the following to the successful bidder :

- (i) Bulk data as per the format provided by PoP for mapping of individual accounts of employees to corporate NPS account of HLL.
- (ii) On time contribution data in the prescribed format provided by PoP along with funds for transfer to Trustee bank and maintenance of records by CRA .
- (iii) Monthly contribution data along with funds thereafter every month for transfer to Trustee bank.

(i) Facilitation of settlement of Funds i.e, receipt of amount by concerned individual members on account of superannuation, exit etc as per NPS guidelines prescribed by PFRDA.

(j) In cases of such employees where disciplinary proceedings are being contemplated / initiated / in progress or any penalty has been imposed , as the case may be, the PoP will administer the admissibility /release of the benefits to such employees, as directed by HLL, in accordance with various PFRDA guidelines.

(k) The role of the PoP would be advisory in nature in respect of selection of PFM. HLL/ subscriber reserves its right to place the funds with PFM of its choice.

(l) The bidder shall conduct awareness programs /webinars/workshops/training session on various feature of NPS to HLL employees , in-virtual mode as well as physical mode at HLL locations ,if

required. Initial training need to be provided every week till the time PRAN Account to all HLL employees who have opted for NPS is opened.

(m) Preparation of bilingual (in Hindi &English) brochure explaining various features of NPS Scheme to HLL employees and periodic updating of the brochure. Brochure is to be prepared in PDF format and soft copy provided to HLL for circulation .Brochure will be HLL property and HLL will be free to use it in any manner.

(n) For prompt servicing of NPS related issues of superannuating employees of HLL, advice for appropriate selection of annuities, commutation of pension etc. should be provided at HLL at the end of each month in which superannuation of employee takes places. PoP shall facilitate employees on the selection of Annuity Service Providers.

(o) To provide prescribed MIS reports as specified by PFRDA /CRA from time to time.

(p) Any other work /services as prescribed by PFRDA /CRA/NPS Trust or any other regulatory body from time to time assigned as PoP activity.

SECTION - III
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	10
2	Introduction	11
3	Language of Tender	11
4	Eligible Tenderers	12
5	Eligible Services	12
6	Tendering Expense	12
B	TENDER ENQUIRY DOCUMENTS	
7	Contents of Tender Enquiry Documents	12
8	Amendments to Tender Enquiry Documents	13
9	Clarification of e-Tender Enquiry Documents	13
C	PREPARATION OF TENDER	
10	Documents Comprising the Tender	13
11	Tender Currencies	14
12	Tender Prices	14
13	Firm Price	14
14	Alternative Tenders	15
15	Documents Establishing Tenderer's Eligibility and Qualifications	15
16	Documents Establishing Service's Conformity to Tender Enquiry Document	15
17	Earnest Money Deposit (EMD)	16
18	Tender Validity	16
19	Digital Signing of Tender	16
D	SUBMISSION OF TENDERS	
20	Submission of e-Tenders	16
21	Late Tender	17
22	Alteration and Withdrawal of e-Tender	17
E	TENDER OPENING	
23	Opening of e-Tenders	17
F	SCRUTINY AND EVALUATION OF TENDERS	
24	Basic Principle	18
25	Scrutiny of Tenders	18
26	Minor Infirmity/Irregularity/Non-Conformity	18
27	Discrepancy in Prices	19
28	Qualification Criteria	19

Sl. No.	Topic	Page No.
29	Comparison of Tenders	19
30	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	22
31	Tenderer's capability to perform the contract	24
32	Contacting the Purchaser	25
G	AWARD OF CONTRACT	
33	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	25
34	Award Criteria	25
35	Variation of Quantities at the Time of Award	25
36	Notification of Award	25
37	Issue of Contract	26
38	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	26
39	Return of EMD	26
40	Publication of Tender Result	26
41	Corrupt or Fraudulent Practices	26

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (ii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/e-Tenders.
- (iii) **“Supplier”** means the “Agency” / “ Bidder”, the individual or the firm supplying the services as incorporated in the contract.
- (iv) **“Services”** means for providing Services of Point of Presence (PoP) for implementation of National Pension System (NPS).
- (v) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) **“Contract”** means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (vii) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (viii) **“Consignee”** means “Tenderer”/ “Purchaser” HLL Lifecare Limited.
- (ix) **“Specification”** means the document/standard that prescribes the requirement with which service has to conform.
- (x) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the service and comparing the same with the specified requirement to determine conformity.
- (xi) **“Day”** means calendar day.
- (xii) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xiii) **Margin of purchase preference’** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders.
- (iii) **“GIT”** means General Instructions to Tenderers
- (iv) **“SIT”** means Special Instructions to Tenderers

- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "PSU" means Public Sector Undertaking
- (ix) "CPSU" means Central Public Sector Undertaking
- (x) "LSI" means Large Scale Industry
- (xi) "SSI" means Small Scale Industry
- (xii) "DP" means Delivery Period
- (xiii) "BG" means Bank Guarantee
- (xiv) "RT" means Re-Tender.
- (xv) "GST" means Goods and Services Tax

2. Introduction

- 2.1 The Purchaser has issued these TE documents for Selection of Agency for providing Services of Point of Presence (PoP) for implementation of National Pension System (NPS).
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

4. Eligible Tenderers

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

5. Eligible Services

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

6. Tendering Expense

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

B. e-TENDER ENQUIRY DOCUMENTS

7. Content of Tender Enquiry Documents

- 7.1 In addition to Section I – “Notice inviting e-Tender” (NIT), the TE documents include:

Section II	– Scope of Work
Section III	– General Instructions to Tenderers (GIT)
Section IV	– Special Instructions to Tenderers (SIT)
Section V	– General Conditions of Contract (GCC)
Section VI	– Special Conditions of Contract (SCC)
Section VII	– List of Requirements
Section VIII	–Qualification Criteria
Section IX	– Tender Form
Section X	– Price Schedules
Annexure-1	-List of HLL Divisions/offices
Annexure -2	– Details of PoP
Annexure-3	– Certificate of Authorized Representative of the Tender
Annexure-4	– Deviation Statement
Annexure-5	– Bidder Compliance on Eligibility Criteria
Annexure-6	– Bidder Self-Assessment on Technical Parameters
Annexure-7	– Bidder compliance on Price Bid
Annexure-8	– Check List
Annexure-9	– Declaration
Annexure-10	– BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
Appendix A	– DIPP – Public Procurement (Preference to Make in India), Order 2017

- 7.2 The relevant details of the required services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also,

the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc. to proceed further.

8. Amendments to TE documents

- 8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 8.2 Such an amendment will be posted in the website of HLL / CPP portal .
- 8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. Clarification of TE documents

- 9.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to thomaspa@lifecarehll.com. The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

10. Documents comprising the e-Tender

- 10.1 The tender(s) shall only be submitted online as mentioned below:
- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. documentary evidence as mentioned in the Eligibility Criteria has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
 - (ii) Price Bid has to be submitted in the prescribe format provided with the e-tender enquiry. If any bidder quotes NIL charges /Consideration, the bid shall be treated as unresponsive and will not be considered.

Note:

- (i) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender:.

- i) Techno-Commercial Bid in excel format provided with the tender enquiry

- ii) Tender Form (without indicating any prices).
- iii) Other documents/ details as stated in the Qualification Criteria.

B) Price Bid:

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

Note:

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

10.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

10.3 A bid, which does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.

10.4 Tender sent by fax/telex/cable shall be ignored.

11. Tender currencies

11.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

11.2 **Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.**

12 Tender Prices

12.1 The Tenderer shall indicate on the Price Schedule provided in the tender document all the specified components of prices shown therein including the unit prices and total tender prices of the services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

12.2 **Additional information and instruction on Duties and Taxes:**

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

12.2.2 **Goods and Services Tax (GST):**

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

12.3 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

13. **Firm Price**

13.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If any bidder quotes NIL charges / Consideration the bid shall be treated as unresponsive and will not be considered.

14. **Alternative Tenders**

14.1 Alternative Tenders are not permitted.

15 **Documents Establishing Tenderer's Eligibility and Qualifications**

15.1 Pursuant to GIT, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16. **Documents establishing Services's Conformity to TE document.**

16.1 The tenderer shall provide in its tender the required as well as the relevant documents to establish that the services offered in the tender fully conform to the services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-

clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the services offered in its tender.

- 16.2 In case there is any variation and/or deviation between the services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 16.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

17. Earnest Money Deposit (EMD) : NIL

18. Tender Validity

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

19. Digital Signing of Tender

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

D. SUBMISSION OF TENDERS

20. Submission of e-Tenders

- 20.1 The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:

- a) Tender Form in the given format.
- b) Other documents as stated in the Qualification Criteria and
- c) All Annexures duly filled, sealed and signed in the required format from Annexure-1 to 9.

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed excel format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered”.

20.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time.

21. Late Tender:

21.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

22. Alteration and Withdrawal of Tender

22.1 The tenderer is permitted to change, edit or withdraw its bid on or before the end date &time of bid opening.

E. TENDER OPENING

23. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

24. Basic Principle

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

25. Scrutiny of Tenders

- 25.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- 25.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 25.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 25.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
 - (ii) Required exemption documents have not been provided.
 - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
 - (iv) Poor/ unsatisfactory past performance.
 - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vi) Tenderer is not eligible as per GIT requirement.
 - (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, dispute resolution mechanism applicable law.

26. Minor Informality/Irregularity/Non-Conformity

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

27 Discrepancies in Prices

- 27.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 27.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 27.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 27.1 and 27.2 above.
- 27.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

28. Qualification Criteria

- 28.1 Bids which do not meet the required Qualification Criteria, will be treated as non - responsive and will not be considered further.
- 28.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

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

The FAQs are available in the below link:

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

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

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

29. Comparison of Tenders

- 29.1 The Bid shall comprise of the Technical Bid (Part 1) and the price Bid (part II) .The Quotes will be evaluated as mentioned below:

29.2. EVALUATION CRITERIA:

HLL will conduct two stage evaluation of the bids submitted by the bidders, as mentioned below:

29.2.1 Stage 1: Technical Evaluation

Selection Criteria for Technical Qualification

QCBS Selection

Quality cum Cost based selection which requires giving some weightage to technical parameter and some to commercial quotation.

- (i) For Technical qualification the bidder shall secure minimum 60 marks in Technical Evaluation against the below mentioned parameters. 60 % weightage would be given technical qualification .However, for L1 bidder evaluation, 40 % weightage will be given to commercial quote and 60% for technical quote.

PART II -Technical Bid						
SI No	Parameter	Documents to be submitted	Criteria	Marks		
a	Number of CPSE accounts being handled as on 29.02.2024 (excluding own employees and group companies)	Letter from CRA Work Order from CPSE to be submitted	Any CPSE	Up to 5 CPSEs	6 to 12 CPSEs	More than 13 CPSEs
				10 Marks	12 Marks	15 marks
b	Number of total corporate accounts acquired /migrated up to 29.02.2024	Certificate from CRA to be submitted	Any Corporate Accounts	Up to 500 Corporate s	501-1000 Corporate s	1001 & More Corporate s
				10 Marks	12 Marks	15 Marks
c	Number of Corporate Subscribers acquired /migrated up to 29.02.2024 (excluding own employees and group companies)	Certificate from CRA to be submitted	Any Corporate Accounts	Up to 50,000	50,001-1,00,000	1,00,001 & above
				10 Marks	12 Marks	15 Marks
d	Number of CPSE subscribers being managed as on 29.02.2024 (excluding own employees and group companies)	Certificate from CRA to be submitted	Any CPSE accounts	5000 to 10,000	10,001 to 25,000	25,001 & above
				10 marks	12marks	15 marks
e	Number of large Corporates being handled as on 29.02.2024 (excluding own employees and group companies)	Certificate from CRA to be submitted	Any Corporate Accounts > 1,500 PRANS	1-10 Corporate s	11-20 Corporate s	20 Corporate s & Above
				10 marks	12 marks	15 marks

f	Point of presence (PoP) also having a license of a pension fund Manager (PFM)	License copy of PFRDA for POP and PFM to be submitted	POP,PFM License	No	Yes
				0 marks	5 marks
g	Understanding of Scope of Work And methodology to be used for execution of work	Copy of Presentation	Presentation on the said matter	Up to 20- marks	

(ii) The Technical evaluation shall be based on submission of document as per the Qualification criteria of this Tender Document. There should be no mention of price in the Technical bid. If any price mentioned in the technical bid, the bids shall be summarily rejected. Those who fulfill the conditions as given in the Qualification criteria and the technical evaluation i.e., securing minimum 60 marks out of the total 100 marks would be considered for the second stage of total 100 marks ,would be considered for the second stage of evaluation for price bid.

29.2.2 Stage 2 : PRICE EVALUATION :

- (I) After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived based on predefined relative weightage. The proposal with the highest weightage combined score (quality and cost) shall be selected

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,
 F_n = Normalized commercial score for the Bidder under consideration
 F_b = Absolute financial quote for the Bidder under consideration
 F_{min} = Minimum absolute financial quote (Lowest quote – L1)
 T_s = Technical score

Composite Score (S) = $T_s * 0.60 + F_n * 0.40$

The Bidder with the highest Composite Score(S) would be awarded the contract

(Weightage for Technical Score = 60% & Weightage for Cost= 40%)

- (II) Price Bids of technically qualified Bidders (with a score of minimum 60 marks in Technical Evaluation) shall be opened .Bidder with the lowest price (in totality of SI No. (i),(ii) & (iii) of price Bid ,Annexure VIII and technical bid rating) quoted will be selected as L1 Party .negotiation may also carried out L1 party.
- (III) In case of a tie in the price quoted by the bidders, determination of successful bidder will be assessed considering bidder with Highest total marks scored in the Technical Evaluation as indicated in this Tender Document .In case of further tie in the total marks scored in the Technical Evaluation, determination of successful

bidder will be determined considering bidder with highest total number CPSE Subscribers being managed by them as on 29.02.2024

29.3 GENERAL TERMS & CONDITIONS

29.3.1The bidders should agree to incorporate changes wherever necessary, from time to time as required by HLL on manually agreed terms

29.3.2 The proposal would be evaluated on the basis of the evaluation criteria set out in this TENDER DOCUMENT in order to identify the successful bidder for the Work. Last submitted bid will only be considered.

29.3.3The successful Bidder would have to enter into Service level Agreement with HLL and perform the obligation as stipulated there in, irrespective of the scope of work.

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

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

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

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed Qualification criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

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

30.3 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 (Annexure -1). The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006 (Annexure 2). The orders mandate that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

- a) In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible.
- b) If the estimated value of procurement of goods is more than Rs.50 lakhs and which are divisible in nature, the following procedure would apply:
 - I. In case L1 firm is a local supplier:
 - i) The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.
 - ii) MSME bidders falling under the margin of purchase preference would be awarded upto 20% of the tendered quantity subject to matching the L-1 rate.
 - II. In case L1 firm is not a local supplier:
 - i) 50% of the tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.
 - ii) The MSME bidders falling under Purchase Preference would be awarded 20% of the tendered quantity subject to matching the L-1 price.
- (c) If the estimated value of procurement of goods is more than Rs.50 lakhs and which are not divisible, the following procedure would apply:

- i). Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.
- ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.
- iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

30.4 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

30.5 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

30.6 Service under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

30.7 Verification of local content

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.
- d. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

31. Tenderer's capability to perform the contract

31.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the

lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

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

32. Contacting the Purchaser

- 32.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 32.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

33. Purchaser's Right to accept any tender and to reject any or all tenders

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

34. Award Criteria

- 34.1 Subject to GIT, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT.

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

- 35.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 35.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

36. Notification of Award

- 36.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post) that its tender for services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within 7 days from the date of dispatch of

this notification, failing which the the award will be cancelled at the sole discretion of the Purchaser. Relevant details about the performance security have been provided under GCC.

36.2 The Notification of Award shall constitute the conclusion of the Contract.

37. Issue of Contract

37.1 Within seven days from the date of the contract, the successful tenderer shall enter into a contract, duly signed and dated, with the Purchaser/Consignee in the format shared by the Purchaser.

38. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee

38.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT shall make the tenderer liable for further actions by the Purchaser/Consignee against it under the clause Termination of default.

39. Return of EMD : NA

40. Publication of Tender Result

40.1 The name and address of the successful tenderer(s) receiving the contract(s) will be appear in the CPP Portal.

41. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - IV

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

NIL

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

SECTION - V
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Sl. No.	Topic	Page No.
1	Application	29
2	Use of contract documents and information	29
3	Patent Rights	29
4	Country of Origin	29
5	Performance Security	29
6	Terms of Delivery	30
7	Assignment	30
8	Sub Contracts	30
9	Modification of contract	30
10	Prices	30
11	Taxes and Duties	30
12	Terms and mode of Payment	31
13	Termination for default	31
14	Termination for insolvency	31
15	Force Majeure	31
16	Termination for convenience	32
17	Governing language	32
18	Notices	32
19	Resolution of disputes	33
20	Applicable Law	33
21	Withholding and Lien	33
22	Offer Acceptance	33
23	Counter Term	33
24	Immunity to Government of India	33
25	Appropriation	34
26	Involvement of any agents or middlemen	34
27	Parallel contract	34
28	General/Miscellaneous Clauses	34

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract.

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

- 4.1 All services to be supplied and provided for the contract shall have the origin in India.
- 4.2 The word "origin" incorporated in this clause means the place from where the services are arranged.

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award (NoA) by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for the amount as mentioned in the NoA, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, which is initially valid for a period of 1 year from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form of the Purchaser and in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for

a period up to sixty (60) days beyond contract Period. In case of submission in the form of Bank Guarantee, then the same shall be in the format given by HLL.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within seven (7) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations.

6. Terms of Delivery

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

7. Assignment

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

8. Sub Contracts

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

9. Modification of Contract

- 9.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications.

10. Prices

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

11. Taxes and Duties

- 11.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 11.2 Further instruction, if any, shall be as provided in the SCC.

12. Terms and mode of payment

12.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

All PoP charges (L1 rates) including GST would be borne by employer ie, HLL .The charges are to be intimated as per the methodology allowed by PFRDA .

12.2 Prices :

12.2.1 PFRDA has prescribed minimum and maximum charges for PoPs . Accordingly, Bidders have to strictly quote charges within the minimum and maximum limit prescribed by PFRDA. Bidders quoting charges below the minimum or beyond the maximum limit prescribed by PFRDA shall be rejected shall not be considered for further evaluation.

12.2.2The price quoted by the bidder shall remain firm and fixed until completion of the contract. However, the rate will be subject to downward revision by the Regulatory Authority and will be proportionally reduced from the quoted and agreed price.

13. Termination for default

13.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC.

13.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC above, the Purchaser/Consignee may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

13.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

14. Termination for insolvency

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

15. Force Majeure

15.1 Notwithstanding the provisions contained in GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- 15.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 15.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 15.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

16. Termination for convenience

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

17. Governing language

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

18. Notices

- 18.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. The procedure will also provide the sender of the

notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

- 18.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

19. Resolution of disputes

- 19.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 19.2 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Thiruvananthapuram, Kerala India

20. Applicable Law

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

21. Withholding and Lien in respect of sums claimed

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

22 Offer Acceptance:

HLL is not bound to accept any quotation and reserves the right of accepting the whole or any part of the quotation and the Bidder must offer the same at the rate quoted. HLL reserves the right to award the complete or only part of the Scope of the work to eligible Bidder(s) without assigning any reason whatsoever.

23 Counter terms:

Bidders are expressly precluded from offering counter terms. When counter terms and conditions of business have been offered by a Bidder, HLL shall not be bound by such terms and conditions unless specific written acceptance thereof has been given to. No conditions and terms, notice of which has not been given in this enquiry by the Bidders submitting the quotation, will be considered by HLL, if put forwards subsequently, after acceptance of Offer etc. Quotations should be free from cuttings and overwriting. Any inevitable corrections should be clear, legible and countersigned. All unsigned letters and documents submitted by the Bidder will be treated as invalid and will be summarily rejected.

24 Immunity to Government of India:

It is expressly understood and agreed by and between HLL & Bidder that HLL is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In

particular, it is expressly understood and agreed that Government of India is not a party to this tender/ contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that bidder is an independent legal entity with power and authority to bid/enter into contracts solely on its own behalf under the applicable laws of Indian and general principle contract law. Bidders expressly agreed acknowledges and understand that HLL is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder here by expressly waives releases and foregoes any and all actions, including counter claims, impleader claims or counter claims against the Government of India arising out of this TENDER DOCUMENT/contract and covenants as to any manner, claim cause or action of this whatsoever arising out of or under this TENDER DOCUMENT/contract.

25 Appropriation

Whenever any sum of money is recoverable from sum of money payable to the bidder ,HLL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the bidder in this or any other contract entered by HLL as a whole its Division and Branch Offices etc, held by the bidder alone or in partnership with others should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to HLL on demand the remaining balance due.

26 Involvement of Any agents and Middlemen

No involvement of Agents or Middlemen in India or abroad in any capacity what so ever is permitted at any stage in relation with this tender and the resultant contract. Bidders should be specifically indicate if any of their office or contact exists in India or abroad provide the details of the employees, address of the office / location, phone and fax numbers. Offers and all correspondence /communications should be addressed directly to HLL. No agency commission in any form is payable to any agent/ middlemen or any third party in India or abroad .Anything contributing to the above is noticed or made known to HLL. HLL has the right to disqualify the offer or cancel the contract , forfeit all payments and take actions as deemed fit .

27 Parallel Contract:

HLL shall reserve the right for entering into parallel contracts with other Firms / Bidders for the same items /services, if it is found necessary.

28. General/ Miscellaneous Clauses

- 28.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 28.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- 28.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 28.4 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 28.5 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 28.6 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.
- 28.7 The Suppliers shall maintain confidentiality of all the data /information provided and the same should not be furnished or disclosed to anyone. The Bidder shall ensure confidentiality of such information even after expiration/termination or cancellation of the Contract period
- 28.8 HLL may, in its absolute discretion, but without being under any obligation to do so,.update, amend or supplement the information in this TENDER DOCUMENT.
- 28.9 HLL reserves the right to verify/seek additional information /confirmation of all original documentary evidence submitted by Bidders in support of above mentioned clauses of eligibility criteria. In case any information furnished by the Bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

SECTION – VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

NIL

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

SECTION - VII

LIST OF REQUIREMENT

Part I

Item Name	Period
Selection of Agency for Providing services of Point of Presence (PoP) for implementation of National Pension System (NPS) for its employees employed at Divisions /Units/Offices of HLL located at different parts of the country.	3 years from the date of commencement of the PoP Services.

SECTION – VIII

QUALIFICATION CRITERIA

1.1 The bids received from the Bidders meeting the criteria specified as under will be considered for evaluations

SI No	Qualification Criteria	Documents to be Submitted along with Technical Bid
a	Bidder should have PFRDA License to operate Point of presence (PoP) and to have tie with any of the Central Record under NPS for the CRA services.	Self-attested copy of valid Registration Certificate issued by PFRDA (Copy of License with validity date) and letter of confirmation from the registered CRA for tie up.
b.	Bidder should preferably have minimum 2 years experience as PoP as on 29.02.2024	
c	Bidder should have valid GST Registration Certificate and PAN.	Self- attested copy of GST Certificate and PAN
d.	Bidder should be Scheduled bank /Insurance Company/PFRDA empanelled Annuity provider /Asset management company or Subsidiary of any of the aforesaid type of company.	Self-Attested copy of Certification of Incorporation of Company.
e	Bidders should have online platform or web based application for servicing NPS subscriber for NPS registration.	A copy of presentation and screenshot of the online portal or web based application.
f.	Bidder should have experience of servicing at least 300 corporates with a total of minimum 25,000 subscribers in NPS under Corporate Model.	Certificate from CRA mentioning. the Subscriber Corporate handles as on 31.12.2023
g	Bidder should have experience of servicing at least 3 presently serving different CPSEs with a total of minimum 5,000 subscribers in NPS under Corporate Model.	Self-attested & Stamped Copies of Work Orders/Letter of Award etc. reflecting fulfilment of this criteria.
h	Duly filled, sealed and signed Declaration/ documents in the given format from Annexure- 1 to 9 with documentary evidence in support	In the given format

Notes:

(i) Each page of the Tender should be stamped and signed by the bidder.

(ii) It shall be the sole responsibility of the bidder to inform HLL about their status regarding above Qualification criteria as on the closing date of submission of Bid and during the course of finalization of the tender .Concealment of the facts shall tantamount to misrepresentation off acts and shall lead to action against such bidder.

SECTION – IX
TENDER FORM

Date_____

To
HLL Lifecare Limited
(A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O.,
Thiruvananthapuram – 695012, Kerala.

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)
(Name and designation)
Duly authorised to sign tender for and on
behalf of

SECTION – X
PRICE SCHEDULE

(to be submitted through excel format ONLY in the price bid section)

Price to be filled in the relevant field of Price Format in Excel provided in the e-tendering portal.

Name of the Bidder:

In accordance with the Terms & Conditions of TENDER DOCUMENT and PFRDA Guidelines, we confirm to provide the services at the price shown below:

Sl. No	Charge Head	Unit (inRs.)	Bidder's Quote (excluding GST) In Rs.	Bidder's Quote (including GST) In Rs.	Indicative Total No. of Transactions *	Total Amount (inRs.)
				A	B	C=A*B
(i)	Initial Subscriber Registration	Per Registration			1000 Employees#	
(ii)	Initial & Subsequent Contribution	Per Contribution			1000 Employees#	
(iii)	All Non-Financial Transaction	Per Transaction			1000 (Annually)##	
Total per annum (Rs.)						

* The actual number of subscribers may differ and the number of transactions may increase as per requirement.

Total Employees strength is 1200 as on 31.01.2024. Assuming approx. 1000 employees may opt for NPS; & 400 employees may have NPS Account already.

Assuming one transaction per employee per year.

Note : The price quoted to the extent of two decimal points will be considered.

Dated :

For and on behalf of

Signature with date:

Name :

Designation:

Company Seal

Annexure 1

LIST OF HLL PLANT & UNIT

SI No	PLANT/ UNIT
1	Akkulam Factory, Thiruvananthapuram
2	Peroorkada Factory, Thiruvananthapuram
3	Kakkanad Factory, Cochin
4	Irapuram Factory, Cochin
5	Kanagala Factory, Belgaum
6	Manesar Factory, Gurgaon
7	Pharma Factory, Indore
8	Bhagwanpur Factory, Haridwar
	REGIONAL OFFICES
1	Central Marketing Office, Chennai
2	HLL Lifecare Limited , Kolkata
3	HLL Lifecare Limited, Lucknow
4	HLL Lifecare Limited ,Noida
5	HLL Lifecare Limited, Mumbai
	SERVICES DIVISIONS
1	Healthcare Services
2	Diagnostic Services
3	Retail Business Division
	SUBSIDIARIES
1	HLL Infratech Services Ltd, (HITES) NORTH, Noida
2	HLL Infratech Services Ltd. (HITES) SOUTH
3	Goa Antibiotics and Pharmaceuticals Limited (GAPL)

Annexure -2

Details of PoP

SI No	Description	Bidder Response		
1	Name of the PoP			
2	Ownership Details (Private/PSU –Central or State)			
3	Registered /Corporate Office Address			
4	Communication Address			
5	Phone No.			
6	Fax No.			
7	Name of the authorized representative & Designation			
8	Mobile No of authorized representative			
9	E- mail id			
10	Company's registration No.			
11	Date of establishment of Firm			
12	GST Registration			
13	Permanent A/c No.			
14	PoP Registration No & Date			
15	No of years' experience as PoP			
16	Annual financial Turnover & PET for the last 3 financial years (copy of audited Balance sheet and Profit & Loss account of last 3 Financial years to be enclosed)	FY	Turnover	PBT
		2020-21		
		2021-22		
		2022-23		
17	Bank Account details (copy of cancelled cheque to be enclosed)	Name & Branch		Account No.
18	List of cities in which PoP's NPS Services Offices are located			

I have enclosed the copies of audited Balance Sheet & Profit & Loss Account of last 3 Financial Years (2020-21, 2021-22 & 2022-23) and cancelled cheque.

I hereby certify that all information provided above is correct to the best of my knowledge.

Dated:

For and on behalf of
Signature with date:
Name:
Designation:
Company Seal

Annexure-3

Certificate of Authorized Representative of the Tender

To
The Senior Vice President (HR) i/c,
HLL Lifecare Limited,
HLL Bhavan, Poojappura
Thiruvananthapuram -695012

Dear Sir,

Sub: **Selection of Agency for providing Services of Point of Presence(PoP) for implementation of National Pension System(NPS) in HLL Lifecare Ltd**

I(Name of authorized representative) on behalf of M/s..... (Name of PoP) do here by submit bid in response to your Tender No.----- dated on the above subject. I certify that I am the duly authorized representative of the subject tender and valid power of attorney/Board resolution followed by linking successive Power of Attorney (ies), to this effect is also enclosed.

1. It is certified that all the information and data furnished are true and complete to the best of my knowledge and I have read and understood all the Terms & Conditions in the Tender document.

Dated:

For and on behalf of
Signature with date:
Name:
Designation:
Company Seal

Annexure –4
Deviation Statement

1) THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER DOCUMENT AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2) WE HAVE NOTICED THE FOLLOWING CONTRADICTION/DISCREPANCIES IN YOUR TENDER STIPULATIONS (use a separate page, if required)

- (i) Page No..... Para No.....
- (ii) Page No..... Para No.....
- (iii) Page No..... Para No.....

3) We understand undertake that the above deviations may not be accepted by HLL, and the decision of HLL in this regard shall be binding and acceptable to us.

Annexure –5
Bidder Compliance on Eligibility Criteria
(to be submitted through e –proc mode)

SI NO	Eligibility Criteria	Documents to Submitted along with Technical Bid	Compliance on Eligibility Criteria (Yes/No)	Enclosure Page No.
a.	Bidder should have PFRDA License to operate as Point of Presence (PoP) and to have tie up with any of the Central Record Keeping Agencies (CRAs) registered under NPS for the <u>CRA Services.</u>	Self – attested copy of valid registration Certificate issued by PFRDA (with validity date) and letter of confirmation from the registered CRAs for tie-up.		
b.	Bidder should preferably have minimum 2 years' experience as PoP as on 31.12.2023.			
c.	Bidder should have valid GST Registration Certificate and PAN	Self- attested copy of these documents.		
d.	Bidder should be a Scheduled Bank /Insurance Company/PFRDA empaneled Annuity Provider/Asset Management Company or Subsidiary of any of the aforesaid type of company.	Self-attested copy of Certificate of Incorporation of company.		
e.	Bidder should have online platform or web based application for servicing NPS subscribers for NPS registration.	A copy of presentation and screenshot of the online portal or web based application.		
f.	Bidder should have experience of servicing at least 300 Corporates with a total of minimum 25,000 subscribers in NPS under Corporate Model.	Certificate from CRA mentioning the Corporate Subscribers handled as on 31.12.2023		
g.	Bidder should have experience of providing PoP service in at least 3 presently servicing different CPSEs with a total of minimum 5,000 subscribers in NPS under Corporate Model.	Self-attested & stamped copies of Work Orders/Letter of Award, etc. reflecting fulfilment of this criteria.		
h.	Bidders should neither have been suspended/ banned/ blacklisted/debarred by any	Self- Declaration Certificate.		

	Central /State Government Department/agency or any other PSU/PSB in the last 3 consecutive financial years (FY 2021-22, 2022-23 and 2023-24) and as on tender opening date.			
i	Duly filled, sealed and signed Declaration/ documents in the given format from Annexure- 1 to 9 with documentary evidence in support			

#Details of Experience as PoP in CPSEs (under Corporate model):

SI No	Name of the CPSE	Total no. of Subscribers handled	Total Period of Contract
1			
2			
3			

Dated:

For and on behalf of
 Signature with date:
 Name:
 Designation:
Company Seal

Annexure-6
Bidder Self-Assessment on Technical Parameters
(to be submitted through e-proc mode)

SI No	Parameters	Documents to be submitted	Enclosures in Page No.	Bidder response	Marks on self-assessment by the Bidder (out of 100 marks)
I	Numbers of CPSE accounts being handled as on 31.12.2023.	Certificate from CRA			
ii	Number of CPSE subscribers being managed as on 31.12.2023	Certificate from CRA			
iii	Number of total corporate accounts being handled (including CPSEs & Private Companies) as on 31.12.2023	Certificate from CRA			
iv	Number of corporate subscribers (including CPSEs & Private Companies) being managed as on 31.12.2023 (excluding employees of Own & Group Companies).	Certificate from CRA			
V	Number of year's experience in NPS as PoP.	Certificate from CRA			
Total Marks achieved on self-assessment by the Bidder					

Copies of the Certificates from CRA at (i) to (v) are enclosed.

Dated :

**For and on behalf of
Signature with date:**

Name:

Designation:

Company Seal:

Annexure-7
Bidder compliance on Price Bid

Sl No	Charge Head	Unit (inRs.)	Bidder's Quote (excluding GST) (In Rs.)	Bidder's Quote (including GST) (In Rs.)	Indicative Total No. of Transactions	Total Amount (In Rs.)
(i)	Initial Subscriber Registration	Per Registration	Submitted	A Submitted	B 1000#	C= A*B Submitted
(ii)	Initial Subsequent Contribution	Per Contribution	Submitted	Submitted	1000#	Submitted
(iii)	All Non – Financial Transaction	Per Transaction	Submitted	Submitted	1000#	Submitted
Total Per annum (in Rs.)						Submitted

* The actual number of subscribers may differ and the number of transactions may increase as per requirement.

Total employees strength is 1200 as on 31.01.2024. Assuming approx. 1,000 employees may opt for NPS.

Assuming one transaction per employee per year.

Note : The price quoted to the extent of two decimal points will be considered.

It is certified that the Bid has been submitted for all the items in the Tender Schedule .

Dated :

For and on behalf of
Signature with date:
Name:
Designation:
Company Seal

Annexure –8**Check List**

(to be submitted through e-proc mode)

Selection of Point of Presence (PoP) for implementation of National Pension System (NPS) in HLL Lifecare Ltd		
Name of the Bidder		
Sl. No	Particulars	Enclosed / Not Enclosed
1	Technical Bid (Part-I)	List as per Qualification Criteria (with all requisite Enclosures)
2		Annexure-1 (with all requisite Enclosures)
3		Annexure-2 (with all requisite Enclosures)
4		Annexure-3 (with all requisite Enclosures)
		Annexure-4 (with all requisite Enclosures)
5		Annexure-5 (with all requisite Enclosures)
6		Annexure-6 (with all requisite Enclosures)
7		Annexure-7 (with all requisite Enclosures)
8		Annexure-8 (with all requisite Enclosures)
9		Annexure-9 (with all requisite Enclosures)
10	Price Bid (Part-II)	Annexure-VIII
11	All the pages of the Tender document are stamped & signed by the authorized representative	Yes / No

Note: 'with all requisite Enclosures' means only for documentary evidence wherever applicable.

Dated

For and on behalf of

Signature with date:

Name :

Designation:

Company Seal

ANNEXURE-9
DECLARATION

Ref: Tender No: HLL/CHO/HR/NPS/2024

date

We, hereby agreed to abide all the terms and condition of the referred Tender.

We, hereby declare that we are fulfilling the Qualification criteria mentioned in the referred Tender.

We, hereby certify that all the information and data furnished by our firm with regard to this Tender are true and complete to the best of our knowledge. We further confirm that we have gone through the conditions and stipulations in details and agree to comply with the requirements and intent of it as mentioned in the referred Tender.

We further certify that our firm meets all the conditions of Qualification criteria laid down in the referred Tender.

We, further certify that our firm has not been Black Listed/De-Listed/ debarred / suspended by any Institutional Agency/ Govt. Department/ Public Sector Undertaking/ Court in the last three consecutive financial years (FY 2021-22, 2022-23 and 2023-24 and as on tender opening date.

We hereby certify that in the last three years, our firm has not failed to perform on any contract nor expelled from any project or contract or have had any contract terminated for breach on our part.

We, hereby certify that we are offering 100% services from India for the services required under this Tender and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.

We, hereby declare that our firm / its operations / services to be provided under the referred tender is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.

We hereby confirm that during and after conclusion of the assignment, the details shall not disclose or make use in any manner, any information/data or any other material whether written or oral collected in connection with the assignment, without the prior written consent of the Authority(ies) of HLL. All material shall be the property of HLL.

Name & Seal of the Authorized representative

ANNEXURE-10

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

HLL Lifecare Limited
(A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O.,
Thiruvananthapuram – 695012, Kerala.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to provide (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

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

.....
Name and designation of the officer

.....
.....

APPENDIX – A

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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-2-

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

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

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duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

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

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

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-6-

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

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