

**Tender document for the Supply, Installation &
Commissioning of Cuvettes Based Digital
Haemoglobinometer under rate contract for 24 months**

IFB No. HLL/MKTG/SD/2019-20/05 DT. 24-12-2019



HLL Lifecare Limited
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram, Kerala, India -695012
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
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**Tender document for the Supply, Installation & Commissioning of
Cuvettes Based Digital Haemoglobinometer under rate contract for
24 months**

IFB No. HLL/MKTG/SD/2019-20/05 DT. 24-12-2019

IFB NO.	:	HLL/MKTG/SD/2019-20/05 DT. 24-12-2019
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	24-12-2019 : 11.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	14-01-2020 : 13.00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	14-01-2020 : 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	14-01-2020 : 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Email – vgpillai@lifecarehll.com / hllsd@lifecarehll.com

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SECTION I
INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

IFB No: HLL/MKTG/SD/2019-20/05 DT. 24-12-2019

HLL Lifecare Ltd. hereby invites Sealed and Super scribed tenders under Two bid system for the Supply, Installation & Commissioning of Cuvettes Based Digital Haemoglobinometer along with accessories / consumables under rate contract for 24 months.

Sl.no.	Description	Quantity / Year	
		CY 2020	CY 2021
1	Digital Haemoglobinometer	1500	1500
2	Cuvettes	150000	150000
3	Safety Lancet	150000	150000
4	Normal Lancet	150000	150000

Sealed Tenders in duplicate will be accepted till 14.30 HRS on 14-01-2020 by the VICE PRESIDENT (SOURCING), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

The quantity mentioned herein are approximate annual requirement, it may either be increased or decreased on either side with staggered delivery and in case more or less quantity is required the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

- Interested eligible Bidders may obtain further information from the office of the VICE PRESIDENT (SOURCING), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com, email – vgpillai@lifecarehll.com, hllsd@lifecarehll.com
- A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 11.00 Hrs to 15.30 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs. 5000/- (including GST) in the form of Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram. The interested bidders may also download a complete copy of bidding document from the website and participate in the bidding provided such downloaded bidding document is accompanied with a demand draft.
- The Tender Documents can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
- Interested eligible bidders may submit their bidding documents at the office of the VICE PRESIDENT (SOURCING), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com.
- All bids must be accompanied by the items/documents specified herein and must be delivered to the VICE PRESIDENT (SOURCING)'s Office on or before 14.30 HRS on 14th January 2020. The bids (Technical Bids) will be opened at 15.00 HRS on 14th January 2020, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment towards Tender document cost & Earnest Money Deposit as per rules (upto their monetary limit). If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder does not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

SECTION II
INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under Ministry of Health and Family Welfare. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkannad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in- vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin is the moulding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins and Oral Rehydration Salts etc. The company has a wide network of stockiest and retail outlets spread across the length and breadth of the country to market its products. HLL has also launched several initiatives in the services sector – for medical infrastructure development, diagnostic centers and procurement consultancy services

HLL is looking for vendors who can Supply, Install & Commission Cuvettes Based Digital Haemoglobinometer and for supply of consumables in various locations pan India

A.INTRODUCTION

1. Eligible Bidders

- 1.1 Original manufacturers are eligible to participate in this tender. Authorized Distributors, Agents and Direct Importers with Authorization Letter from Original Manufacturer can also participate in this tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder should have a minimum experience of 3 years in the supply installation and commissioning of the product.
- 1.4 The bidder should have supplied 50% of the yearly requirement to any state or central government institutions during each one of the last three financial years.
- 1.5 Bidder should have good financial background with an average turnover of 10 crores during the last three financial years.
- 1.6 HLL reserves the right to accept or summarily reject bids from Bidders who have earlier supplied to HLL and in whose case quality issues have been encountered, without assigning any reasons whatsoever.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Thiruvananthapuram, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:
- Instruction to Bidders (ITB)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Technical Specifications
 - Qualification criteria
 - Performance statement
 - Bid Form
 - Price Schedule
 - Checklist
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have responded to the IFB.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 Any Amendment to this tender shall be notified in our website www.lifecarehll.com only. Parties are requested to visit the website frequently.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids
- 5.4 In the event of any amendment issued against this tender a copy of amendment duly signed on all pages shall be submitted along with the bids.

C. PREPARATION OF BIDS

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

7. Documents Comprising the Bid

Following documents and forms are to be included in the technical bid and Financial bid respectively.

7.1 TECHNICAL BID

The technical bid (Cover A) shall consist of the following.

- DD for purchase of tender documents as per IFB clause no.2 or Copy of receipt against the purchase of tender document.
- Earnest Money Deposit (EMD) in the form of bank Guarantee or DD

- c) Duly attested copies of factory license/ manufacturing license/ Industrial license, GST registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.
In case of distributors quoting the tender, authorization letter from manufacturer to be submitted.
- d) Copy of import license (in case of importer) issued by the appropriate authority should be furnished. The license must have been renewed up to date and valid for contract period.
- e) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- f) Copy of Balance sheet and audited annual accounts (financial statements) for the last three years duly certified by a chartered accountant.
- g) Turnover certificate for the last three financial years duly certified by a chartered accountant.
- h) Duly attested copies of quality certificates for the goods/products and quality system certifications followed by the manufacturer as specified in technical specifications as per Section V. Technical literature/other documents in support of the goods/services.
- i) Specification compliance statement
- j) Documents to prove Qualification Criteria as per Section VI
- k) Performance statement in the Performa under section VII
- l) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items within the last 3 years.
- m) Copy of PAN Card & GSTN details
- n) The bidder is to submit a self declaration stating that the bidder or principal manufacturer is not black listed nor debarred by any Government departments / Agencies / statutory bodies against the supply of the goods/products tendered for. In the event of any false declaration the bids submitted by the bidder would be rejected.
- o) Power of Attorney in stamp paper (Rupees Three Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.
- p) Duly filled & signed bid form as per Section VIII
- q) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
- r) List of item quoted (without prices) as per Section XII
- s) Duly filled checklist as per Section XIII
- t) Duly signed and sealed Pre-contract integrity pact as per Section XIV

7.2 FINANCIAL BID

- a) Duly filled Price schedule as per Section IX
- b) Duly filled Price schedule for Comprehensive maintenance contract as per Section IX A
Please note that the Bidder runs the risk of his bid being rejected if the Price Schedule contains any conditions.

8. Bid Form and Earnest Money Deposit

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

8.2 Bidder shall furnish, as part of its bid, earnest money deposit (EMD) as mentioned below

SI No:	Description	Earnest money deposit Amount	Validity
1	Earnest money deposit	Rs. 200000/- (Rs. Two Lakhs Only)	For six months from the date of bid opening.

- 8.3 The earnest money deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 8.8.
- 8.4 The earnest money deposit shall be denominated in the currency of the bid and shall be in one of the following forms: -
- (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section –X A or another form acceptable to the Purchaser
 - (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram
- 8.5 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 will be rejected by the Purchaser as non-responsive.
- 8.6 Unsuccessful bidder's earnest money deposits will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
- 8.7 The successful Bidder's earnest money deposit will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to ITB clause 31.
- 8.8 The earnest money deposit may be forfeited: -
- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 20.2
 - (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule in separate cover the unit prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The Unit basic price of the product as quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable.
 - (ii) Freight Charges for inland transportation to HLL Depot anywhere in India.
 - (iii) Insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) GST as applicable in percentage and amount.
 - (v) The total unit cost in figure and words. The total unit price will be the basis for evaluation.
- 9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.3 The Bidders separation of the price components in accordance with the price schedule formats will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. The price quoted will be valid for a period of two years from the date of opening of financial bid. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.5 The bidder should separately quote the rates of Comprehensive Maintenance Contract (CMC) for each year rates frozen for Four years after the completion of warranty period.

10. Bid Currencies

- 10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing

the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.

(a) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI. All bids submitted shall include the following information:

- (i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;
- (ii) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (as per proforma given in Section VII).

12. Documents establishing goods conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of three years, following commencement of the goods used by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (b) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

13.1 Bids shall remain valid for 150 days from the date of Technical bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The earnest money deposit provided under ITB clause 15 shall also be suitably extended. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

13.3 if the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

13.4 The purchaser reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the purchaser's action

14. Format and Signing of Bid

14.1 The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and

“Duplicate Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.

- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15. Sealing and Marking of bids

15.1 Separate bids shall be submitted for Financial bid and Technical bid.

The bidders shall seal Technical bid and Financial bid in separate inner envelopes, duly marking the envelopes as “TECHNICAL BID” and “FINANCIAL BID”. The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

15.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**VICE PRESIDENT (SOURCING),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: “DO NOT OPEN BEFORE” -----”
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” or if the invitation of bids (IFB) is cancelled.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BIDS

- 16.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also

be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

17.3 No bid may be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

E. BID OPENING AND EVALUATION

18. Opening of Bids by Purchaser

18.1 The Purchaser will open all Technical bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 14th January 2020 at the following location:

**HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

18.3 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.

18.4 The Purchaser will prepare minutes of the bid opening

18.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bid" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.

18.6 The Purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. If deemed appropriate, Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid. The Financial bid of the bidders who are disqualified at the technical scrutiny will be returned un-opened. The Samples shall be provided as per request from purchaser. The short listed bidders will be informed about the time, date and venue of the Financial bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

19. CLARIFICATION OF BIDS

19.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20. PRELIMINARY EXAMINATION

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

- 20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

21. EVALUATION AND COMPARISON OF BIDS

- 21.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.
- 21.2 The purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:
Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Ltd Stores, anywhere in India.
- 21.3 Price comparison during evaluation will be done on the net unit rate inclusive of all taxes, levies, freight & insurance to on door delivery basis HLL Depot / CFA anywhere in India.
- 21.4 Rate shall be offered separately for each item as per price schedule. Selection of bidder will be based on the lowest price quoted for main equipment and Cuvettes. (100 Cuvettes per machine).

22. CONTACTING THE PURCHASER

- 22.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.
- 22.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

F. AWARD OF CONTRACT

23. POST QUALIFICATION

- 23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily
- 23.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

24. AWARD CRITERIA

- 24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.

27. NOTIFICATION OF AWARD

27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

27.2 The notification of award will constitute the formation of the contract

28. SIGNING OF SUPPLY AGREEMENT

28.1 The successful bidder has to sign a supply agreement in a non judicial stamp paper of Rs.200/-, the draft of which will be send to the lowest bidder only with the letter informing the acceptance of bid. Within 21 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

28.2 The Original agreement will be valid for a period of two years from the date of opening of financial bid and may be renewed on mutually agreed terms & conditions for a further period of two years.

29. DELAY IN DELIVERY OF GOODS

29.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

29.3 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

29.4 However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order / Letter of Indent. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order / Letter of Indent, penalty as mentioned above would apply.

29.5 If L1 defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of Supplier and if the purchase happens at a price higher than the ordered rates, the Purchaser shall have the right

to claim the difference upon whom order was originally placed and Supplier will be under obligation to pay the same. The Purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

30. PAYMENT TERMS

- 30.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, - Door delivery basis HLL Lifecare Limited, anywhere in India
- 30.2 Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse at HLL Lifecare Limited, anywhere in India and installation at site as per communication from HLL. Installation certificate duly signed and sealed by the end user to be submitted. The payments to suppliers will be released only after receipt of payment from institutions against the supplies made by HLL.
- 30.3 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

31. PERFORMANCE SECURITY

- 31.1 The successful bidder is required to execute a performance security deposit in the form of Bank Guarantee / demand draft for Rs. 4,00,000.00 (Rupees Four Lakhs only). This bank guarantee shall be valid up to 60 days after the completion of the contract period of 2 years. The Bank Guarantee shall be assigned in favour of HLL Lifecare Limited.

32. WARRANTY / SPARES / SERVICE / MANUALS

- i. The bidder shall provide three year warranty for the equipment.
 - a. The bidder shall provide one dedicated customer care number.
- ii. The bidder shall provide training manuals and operational manuals in bilingual (English & Hindi in physical and electronic format).

33. Recall

- 33.1 The products/goods must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a new machine of acceptable quality.

34. Pre- Dispatch inspection- testing:

- 34.1 HLL/ Purchaser or its authorized representative may inspect the product at the manufacturer's/ bidders/ suppliers facility /end user place by drawing samples on random basis from each lot / batch offered. The goods shall be accepted subject to the approval of the samples for the laid down technical parameters in the specifications

Compliance:

The manufacturer/ bidder / suppliers shall guarantee that the products/goods

- Comply with all provisions of the specifications
- Meet the laid down standards for safety, efficacy and quality
- Fit for the purpose it is made
- Free from defects in workmanship and in materials

35. LICENSE AND PERMITS

The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

36. INTEGRITY PACT

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

SECTION III

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in purchase order and accepted by the Purchaser.

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 5.2 Any product IPR related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

6. INSPECTION AND TESTS

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 6.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods despatched.

7. PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

8. DELIVERY AND DOCUMENTS

- 8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of despatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

9. INSURANCE

The Goods supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

10. INCIDENTAL SERVICES

- 10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) furnishing of detailed operations and maintenance manual for each product
 - (b) training of the Purchaser's Personnel, at the Supplier's plant and/or in multiple locations at purchasers convenience, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

11. SPARE PARTS

- 11.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:
 - (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing

that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

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

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

12. WARRANTY

- 12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination
- 12.2 This warranty shall remain valid for three year after the Goods or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination indicated in the Contract.
- 12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser
- 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 13.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 13.3 Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse at HLL Lifecare Limited, anywhere in India and installation at site as per communication from HLL. Installation certificate duly signed and sealed by the end user to be submitted. The payments to suppliers will be released only after receipt of payment from institutions against the supplies made by HLL.
- 13.4 Payment shall be made in Indian Rupees.

14. PRICES

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

15. CHANGE ORDERS

- 15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

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

16. CONTRACT AMENDMENTS

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

17. ASSIGNMENT

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

18. SUBCONTRACTS

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

19. LIQUIDATED DAMAGES

19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

20. TERMINATION BY DEFAULT

20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part;

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
- (b) if the Supplier fails to perform any other obligation(s) under the contract.

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

21. FORCE MAJEURE

21.1 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations

under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. TERMINATION FOR INSOLVENCY

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

23. RESOLUTION OF DISPUTES

23.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

24. GOVERNING LANGUAGE

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

25. APPLICABLE LAW

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

26. NOTICES

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

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

27. TAXES AND DUTIES

27.1 Supplier shall be entirely responsible for all taxes, duties, license fees, octroi, **loading & unloading charges etc.**, incurred until delivery of the contracted Goods to the Purchaser.

28. PERFORMANCE SECURITY

28.1 The successful bidder is required to execute a performance security in the form of Bank Guarantee / demand draft for Rs. 4,00,000.00 (Rupees Four Lakhs only). This bank guarantee shall be valid up to 60 days after the completion of the contract period of 2 years. The Bank Guarantee shall be assigned in favour of HLL Lifecare Limited.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. DEFINITIONS (GCC Clause 1)

(a) The Purchaser is HLL Lifecare Limited, Thiruvananthapuram.

2. INSPECTION AND TESTS (GCC Clause 6)

- 2.1 The following inspection procedures and tests are required by the Purchaser; The Supplier shall get goods inspected in manufacturer's works/facility and submit a test certificate that the product conforms to laid down specifications.
- 2.2 The Purchaser or its representative shall have the right to inspect the goods for their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the goods on receipt at destination.
- 2.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to replace the defective goods at his own cost to the satisfaction of the Purchaser.

3. INSURANCE (GCC Clause 9)

- 3.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

4. INCIDENTAL SERVICE (GCC Clause 10)

- 4.1 Deleted

5. SPARE PARTS (GCC Clause 11)

Add as Clause 11.2 to the GCC the following:

- 5.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible.

6. WARRANTY (GCC Clause 12)

Substitute GCC Clause 12.2 by the following:-

- 6.1 This warranty shall remain valid for **Three year** after goods or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination indicated in the contract.
- 6.2 The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
 - (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2:
- 6.3 The supplier shall give an undertaking that in the event of any breakdown of the equipment supplied by them post warranty period / comprehensive maintenance period the same shall be serviced and rectified by them including change of components if required based on the request of the ultimate customer, for which the charges for the same will be borne by the customer from whom the service request has been originated. Spare Parts of the quoted model should be made available for 10 years

7. PAYMENT (GCC Clause 13)

7.1 Payment for Goods and Services shall be made in currency of bid as follows:

- i) No advance payment is payable.
- ii) Payment shall be made within 60 days from the date of receipt and acceptance of goods at the warehouse as mentioned in the purchase order and installation atsite.

8. PRICES (GCC Clause 14)

8.1 Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

9. SUB CONTRACT (GCC Clause 18)

Add at the end of sub-clause 18.1 the following:

9.1 Sub-contract shall be only for bought-out items and sub-assemblies.

10. LIQUIDATED DAMAGES (GCC Clause 19)

10.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the penalty. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier or fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

10.2 However H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order / Letter of Indent. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order / Letter of Indent, penalty as mentioned above would apply.

11. RESOLUTION OF DISPUTES (GCC Clause 23)

Add as GCC Clauses 23.3 and 23.4 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:

- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation (Amendment) Act 2015 by a Sole Arbitrator to be nominated by the Indian Council of Arbitration, New Delhi.

11.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram. The seat of arbitration shall be Kerala.

11.3 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

12. WARRANTY / COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

12.1 The machine shall have three years warranty and four years of comprehensive maintenance contract. Warranty shall start from the date goods have been satisfactorily installed and accepted at the final destination as informed by purchaser.

12.2 Any machine breakdown informed by the purchaser / end user during the warranty period and CMC shall be rectified by the Supplier within 24 hours to the satisfaction of the Purchaser / end user. Standby equipment to be provided in case the existing equipment is taken from the location for service.

12.3 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 4 years subsequent to free maintenance period and shall clearly indicate year wise comprehensive maintenance charges as per Schedule IX A.

12.4 Warranty period & CMC includes:

Preventive Maintenance Visit one in each quarter.

- Emergency visit any no. of times.
- Testing & Calibration as per Technical / Service/ Operational Manual of Manufacturer.
- Labour, Spare Parts and any other logistics
- Replacement of any Spare Parts/ Component.
- During this period it is the responsibility of the Manufacturer & Bidder to run the machine with no extra financial burden on the purchaser
- Training at the Time of Installation & once in a year at the time of Preventive Maintenance Visit for all the period of Warranty & CMC.

13.1 ENCLOSURES TO BID:

The technical bid (Cover A) shall consist of the following.

- a) DD for purchase of tender documents as per IFB clause no.2 or Copy of receipt against the purchase of tender document.
- b) Earnest Money Deposit (EMD) in the form of bank Guarantee or DD
- c) Duly attested copies of factory license/ manufacturing license/ Industrial license, GST registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.

In case of distributors quoting the tender, authorization letter from manufacturer to be submitted.

- d) Copy of import license (in case of importer) issued by the appropriate authority should be furnished. The license must have been renewed up to date and valid for contract period.
- e) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- f) Copy of Balance sheet and audited annual accounts (financial statements) for the last three years duly certified by a chartered accountant.
- g) Turnover certificate for the last three financial years duly certified by a chartered accountant.
- h) Duly attested copies of quality certificates for the goods/products and quality system certifications followed by the manufacturer as specified in technical specifications as per Section V. Technical literature/other documents in support of the goods/services.
- i) Specification compliance statement
- j) Documents to prove Qualification Criteria as per Section VI
- k) Performance statement in the Performa under section VIII
- l) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items within the last 3 years.
- m) Copy of PAN Card & GSTN details
- n) The bidder is to submit a self declaration stating that the bidder or principal manufacturer is not black listed nor debarred by any Government departments / Agencies / statutory bodies against the supply of the goods/products tendered for. In the event of any false declaration the bids submitted by the bidder would be rejected.
- o) Power of Attorney in stamp paper (Rupees Three Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.
- p) Duly filled & signed bid form as per Section IX

- q) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
- r) List of item quoted (without prices) as per Section XIII
- s) Duly filled checklist as per Section XIV
- t) Duly signed and sealed Pre-contract integrity pact as per Section XV
- u) Duly filled category details of organization as per Section XVI

13.2 FINANCIAL BID

- a) Duly filled Price schedule as per Section IX
 - b) Duly filled Price schedule for Comprehensive maintenance contract as per Section IX A
- Please note that the Bidder runs the risk of his bid being rejected if the Price Schedule contains any conditions.

SECTION V

TECHNICAL SPECIFICATIONS

Technical Specification

Finger prick, point-of-care testing Hemoglobin Analyzer.

System: Hemoglobin Meter/Analyzer-Cuvette based

Method: Absorbance measurement of whole blood at Hb/HbO₂ Isobestic Point or Azidemethemoglobin method based on Microcuvette technology based on spectrophotometry.

Should be cuvette base system.

No reagent to be added to the cuvettes during estimation of the Hb and it should have minimum 24 months shelf life.

Shelf life of cuvettes after opening the pack should be up to the expiry date.

Measuring Range: 0-25.6 g/dL

Measurement: should work on Dual Wavelengths for Hb measurement and turbidity compensation.

Analyser should be USFDA Approved or CE Mark from notified body (EU) or CE Compliance certificate or BIS and ISO13485.

Time taken for measurement of HB should be upto 15 seconds.

There should be automatic compensation for turbid samples.

To save power, Analyzer should automatically switch to standby mode after 5 minutes if not in use.

Correlation of equipment should be good with ICSH reference method.

Sample Material: Capillary/Venous whole blood

Sample Volume: Should be equal to or less than 10 μ L of blood.

Calibration: The system should be factory calibrated and need no further calibration. Company should provide calibration certificate.

Quality Control: 3rd Party liquid controls with matrix composition as of blood should be available for external QC. Minimum 3 such levels are required. Company should provide QC Certificate.

Firm must bring the control solutions for technical demo.

Shelf life of Microcuvettes -a minimum shelf life of 2 years from Date of manufacturing.

Storage Temperature-equipment: 0°C to 50°C

Storage Temperature- Microcuvettes: (unopened) 10°C - 40°C

Power: Battery operated –with AC adaptor. Should run on 4 AA batteries. Battery recharging accessories should be provided with the system.

Fully charged analyzer should be able to perform 500 tests.

Power Save Mode: When operating on battery power, the equipment will automatically turn off after 5 minutes of no use.

Equipment Complies with IVD Medical Device Directive 98/79/EC

Cuvette holder should be removable for easy cleaning of lens.

Rate of Microcuvettes and reagents used for quality control should be freezed for 7 years.

Free training including training material along with fifty tests free with every equipment.

The bidder if required may be asked to demonstrate the technique, procedure and utility of equipment as per specification given in the bid document before the Technical Committee.

SECTION VI

QUALIFICATION CRITERIA

(Refer to in Clause 11.2 of ITB)

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract. Necessary Documentary evidence needs to be submitted to establish that the bidder has adequate capability to Supply, Install & Commission Cuvettes Based Digital Haemoglobinometer under this IFB.

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

1. The bidder should have a minimum experience of 3 years in the supply, installation and commissioning of the product. Complete details of projects executed in last three years with relevant supporting documents from end customer must be accompanied with the Bid document.
2. The bidder should have supplied 50% of the yearly requirement to any state or central government institutions during each one of the last three financial years FY. 2016-17, 2017-18 & 2018-19. Relevant certified documents establishing supply of equipments in last three years (Minimum 750 machines to be supplied during each one of the last three financial years to state government /central government institutions) must be submitted along with the bid. Performance certificate (minimum 5 nos.) to be submitted from government institutions who are using the equipment for at least three years.
3. The service facility should be offered from a company which is a direct subsidiary of the principal company and not through a distributor to ensure reliable services within 24 hours from reporting an incidence.
4. Bidder should have good financial background with an average turnover of 10 crores during the last three FY. 2016-17, 2017-18 & 2018-19. The bidder must submit their balance sheet, profit and loss account for last three years duly certified by chartered accountant.

SECTION VII

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement

IFB No. HLL/MKTG/SD/2019-20/05 Dt: 24.12.2019

Name of the form:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Satisfaction report from customer. If yes copies to be attached

Signature and Seal of the Bidder.....

.....

SECTION VIII

BID FORM

IFB No. HLL/MKTG/SD/2019-20/05 Dt: 24.12.2019

To:

**VICE PRESIDENT (SOURCING),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – www.lifecarehll.com**

Dear Sir

We, the undersigned have examined the above-mentioned IFB, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this IFB.

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

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount as per the terms of this IFB.

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

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

Dated this day of 20.....

(Signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

SECTION IX -PRICE SCHEDULE FOR CUVETTES BASED DIGITAL HAEMOGLOBINOMETER

Price in INR

Sl No	Name of Item	UOM	HSN Code	Unit Price	Packing, Forwarding, Insurance & Other local costs incidental to delivery	Total price for each unit	GST		Final Price *	
				Amt	Amt	Amt	%	Amt	Amt in Figures	Amt in Words
	Main Equipment									
1	Digital Haemoglobinometer	1								
	Consumables									
a	Cuvettes	100								
b	Safety Lancet	100								
c	Normal Lancet	100								

* For evaluation the final price will be rounded off to two decimals.

Signature and Seal of the Bidder

SECTION IX A

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) AFTER EXPIRY OF WARRANTY

Sl No	Name of Equipment	For First year after warranty with spare parts & labour	For Second year after warranty with spare parts & labour	For Third year after warranty with spare parts & labour	For Fourth year after warranty with spare parts & labour
1	Digital Haemoglobinometer				
2	GST %				
3	Total Amount				

1. The cost of Comprehensive Maintenance Contract (CMC) after satisfactory completion of Warranty period which includes preventive maintenance including testing & calibration as per technical/ service / operational manual, labour and spares, should be quoted along with taxes applicable on the date of tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. CMC charges will be negotiated with the lowest bidder for the machine and Cuvettes, to bring them at par with lowest quote as received from the bidders for CMC.
3. The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties
4. Preventive Maintenance Visit one in each quarter.
5. Emergency visit any no. of times.
6. Testing & Calibration as per Technical / Service/ Operational Manual of Manufacturer.
7. Labour, Spare Parts and any other logistics
8. Replacement of any Spare Parts/ Component.
9. During this period it is the responsibility of the Bidder to run the machine with no extra financial burden on the purchaser
10. Training should be given during the Preventive Maintenance Visit once in a year at the time of CMC for all the periods.

SECTION-X A

EARNEST MONEY DEPOSIT (BANK GURANTEE FORMAT)

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that We, _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
OR
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including days/months after the date of bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SECTION-X B

PERFORMANCE SECURITY BANK GURANTEE FORMAT

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20__ to supply _____ (Description of Goods and Services) (hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 limit 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.

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date: _____ 20__

Address: _____

SECTION-XI

SELF-DECLARATION REGARDING NON-CONVICTION

To,

Vice President (Sourcing)
HLL Lifecare Ltd.
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India

Dear Sir,

This is to certify that our company has not been convicted by any court of law in India or abroad and dont have a criminal record.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

SECTION-XII
LIST OF QUOTED PRODUCT

SI No	Name of Items	UOM	Quoted / Not Quoted
1	Digital Haemoglobinometer	1	
2	Cuvettes	100	
3	Safety Lancet	100	
4	Normal Lancet	100	

Signature and Seal of the Bidder.....

SECTION-XIII
CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender Fees- In Form of Demand Draft			
3	EMD in the form of BG/DD			
4	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
5	Duly attested copies of factory license/ manufacturing license/ Industrial license, GST Registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
	In case of distributors quoting the tender, along with their legal status, place of registration, principal place of business, sales tax registration; they would also be furnishing duly attested copy of factory license of the principal manufacturer's and other relevant documents mentioned underneath			
6	Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
7	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
8	Turnover certificate for the last three financial years duly certified by a chartered accountant.			
9	Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications as per section V. Technical literature/other documents in support of the goods/services.			
10	Specification compliance statement			
11	Documents to prove Qualification Criteria as per Section VI			
12	Power of Attorney in stamp paper (Rs.300/-) duly notarized authorizing the signatory to sign the bids and transact business.			
13	Copy of GST details & PAN card			
14	Self declaration stating that the bidder is not black listed nor debarred by any Government departments / Agencies / statutory bodies			
15	Section VIII: Performance Statement			
16	Section IX: Bid Form			
17	Section XI B: Performance Security Form			
18	Section XII : Self Declaration Regarding Non- Conviction			
19	Section XIII: List of Items Quoted			
20	Section XIV: Checklist			
21	Copy of PAN Card, GST, Udyog Aadhar Memorandum [UAM] details			
22	Section XV: Pre-contract Integrity pact			
23	Section XV: Category Details Of Organization			

SECTION-XIV
PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----^t day of the month of -----,

Between

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

And

----- India represented by Shri -----
(hereinafter called the “BIDDER / Seller” / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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

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

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

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

Subcontractors

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

Clause .5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf

(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

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

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL

Mr K.Beji George

Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Witness

1.....

2.....

BIDDER

(Name & Designation)

Witness

1.....

2.....

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