SHORT TERM GLOBAL TENDER ENQUIRY DOCUMENT

FOR

PROCUREMENT OF IMPORTED **LIQUID MEDICAL OXYGEN** FOR VARIOUS HOSPITALS OF CENTRAL AND STATE GOVERNMENT ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA

TENDER NO. HLL/SOURCING/ COVID-19/018-RT/2021 dated 16/04/2021

Through

HLL Lifecare Ltd.,
(Govt. of India Enterprise)
Trivandrum
Phone: 0471 - 2354949
Fax: 0471-2354949, 0471-2356739

Email: oxygen@lifecarehll.com
Website: www.lifecarehll.com

NIT published in newspapers may be read as;

Ministry of Health & Family Welfare
GOVERNMENT OF INDIA
***through* HLL Lifecare LIMITED**

SHORT TERM GLOBAL TENDER ENQUIRY

Sourcing Division of **HLL LIFECARE LIMITED**, (A Govt. of India Enterprise) for and on behalf of Ministry of Health and Family Welfare, Government of India, invites Global tenders from eligible and qualified tenderers/suppliers for Procurement of Imported Liquid Oxygen in 20 MT ISO containers for various hospitals of central and state Government.

Sl. No.	Tender No.	Quantity	Pre-bid Meeting Date & time
1	HLL/SOURCING/ COVID-19/ 018-RT/2021 dated 16/04/2021	50,000 MT	20.04.2021 @ 03.00 PM

- Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be displayed on CPP Portal and HLL Website on the morning of pre-bid date.
- A bidder requiring any clarification on the Tender Enquiry Document (TED) may take up the same with the purchaser in writing on their letter head duly signed & send to oxygen@lifecarehll.com before the deadline provided in the NIT of the Tender Enquiry Document. Any queries/representations received later shall not be taken into cognizance.
- Interested bidders may please visit websites www.lifecarehll.com and Public Procurement Portal (http://eprocure.gov.in/cppp) for further details**.** Prospective bidders are also requested to browse through these websites regularly before submission of their bids as any further amendments will be published in these websites only.
- Any further clarification/amendment/corrigendum will be displayed on above mentioned websites.

VP (Sourcing)

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A. PREAMBLE

1. Definitions and Abbreviations

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

Definitions**:**

(i) " **Purchaser** " The word purchaser refers to Ministry of Health and Family Welfare, Government of India

(ii) "**Procurement Agency**" the **"Procurement Agency" (PA)** refers to HLL Lifecare Limited (HLL) a Company registered under the Indian Companies Act , 1956 means. And it includes its successors and assignees. PA is an Agency who is acting on behalf of its client for facilitating the procurement. In this case the Client is Ministry of Health and Family Welfare,GOI

(iii) **"Tenderer"** means Bidder/the Individual or Firm submitting Bids/ Quotation/ e-Tenders.

(iv) **"Supplier"** means the individual or the firm supplying the goods and services as incorporated in the contract.

(v) **"Goods"** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the Procurement Agency/Purchaser under the contract.

(vi) "**Services**" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the suppliercovered under the contract.

(vii) "**Earnest Money Deposit (EMD)**" means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.

(viii) "**Contract**" means the written agreement entered into between the Procurement Agency/Purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(ix) "**Performance Security**" means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(x) "**Consignee**" means the **Oxygen Storage Locations** where the goods are required to bedelivered as specified in the Contract.

(xi) "**Specification**" means the document/standard that prescribes the requirement with whichgoods or service has to conform.

(xii) "**Inspection**" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xiii) "**Day**" means calendar day.

Abbreviations:

(i) "TED" means Tender Enquiry Document

(ii) "NIT" means Notice Inviting Tenders.

(iii) "GIT" means General Instructions to Tenderers

(iv) "GT&C" means General Terms and Conditions

(v) "SCC" means Special Conditions of Contract

(vi) "PSU" means Public Sector Undertaking

(vii) "CPSU" means Central Public Sector Undertaking

(viii) "LSI" means Large Scale Industry

(ix) "SSI" means Small Scale Industry

(x) "LC" means Letter of Credit

(xi) "DP" means Delivery Period

(xii) "BG" means Bank Guarantee

(xiii) "CD" means Custom Duty

(xiv) "RR" means Railway Receipt

(xv) "BL" means Bill of Lading

(xvi) "FOB" means Free on Board

(xvii) "FCA" means Free Carrier

(xviii) "FOR" means Free On Rail

(xix) "CIF" means Cost, Insurance and Freight

(xx) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination.

(xxi) "DDP" means Delivery Duty Paid named place of destination (consignee site)

(xxii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening

(xxiii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India

(xxiv) "Dte. GHS" means Directorate General and Health Services, MOH&FW.

(xxv) "GST" means Goods and Services Tax

(xxvi) "NEFT" means National Electronics Funds Transfer

(xxvii) "RTGS" means Real Time Gross Settlement

(xxviii) " NOA" mean Notification of Award

(xxix) "SFMS" means Structured Financial Messaging System

(xxx) "MT" means Metric Ton

(xxxi) "PAN" means Permanent Account Number

(xxxii) "CPP" means Central Public Procurement

(xxxiii) "INR" means Indian Rupee

(xxxiv) "CDEC" means Custom Duty Exception Certificate.

Section-I
NOTICE INVITING TENDERS (NIT)

1.

Sourcing Division of **HLL LIFECARE LIMITED** (Govt. of India Enterprise) for and on behalf of Ministry of Health and Family Welfare, Government of India invites tenders in **Two Bid Single Stage System** (Techno-Commercial Bid and Price Bid) from the reputed, eligible & qualified manufacturers/ suppliers (hereinafter referred as **'Bidders'**) for Purchase of following **Imported Goods** for delivery up to consignee/storage location as detailed in Enclosure -9 on **DDP basis**.(**Delivered Duty Paid Basis**)

SN	Name of the Item	Unit	Quantity	EMD
1	PROCUREMENT OF IMPORTED LIQUID MEDICAL OXYGEN OF MINIMUM 99.5% PURITY IN 20 MT ISO CONTAINERS FOR VARIOUS HOSPITALS OF CENTRAL AND STATE GOVERNMENT	MT	50,000 MT	Nil*

*

Refer to Government of India (GoI), Ministry of Finance Office Memorandum (OM) No. F.9/4/2020-PPD dated 12.11.2020, with respect to provisions contained in the tender document regarding submission of Earnest Money deposit (EMD) / Bid security, interested bidders are required to sign and submit "Bid Security Declaration" as per **Enclosure -13.**

2. Tender timeline:

Tender floating date	**16-04-2021**
Last date and time for submitting pre-bidquery	**19-04-2021 at 05:00 PM IST**
Date & Time of pre-bid meeting	20-04-2021 at 03:00 PM IST
Venue for pre bid meeting **(Pre bid meeting can be joined through VC also, Link will be displayed on HLL website/CPP Portal)**	HLL Lifecare Limited, B14A , Sector 62, Noida
Last date and time of submission of tender	28-04-2021 at 02:00 PM IST
Mode of submission of tender	Physical in the tender box on below mentioned address.
Venue for submission of tender	Vice President (Sourcing) HLL Lifecare Limited, Corporate office, HLL Bhavan, Poojappura, Trivandrum-695012 Ph: 0471-2354949
Date and time of tender opening	**28-04-2021 at 02:30 PM IST**
	Shri Vinod Pillai

Contact Details	Vice president (Sourcing) HLL Lifecare Limited, Trivandrum Ph:0471-2354949 Email: oxygen@lifecarehll.com
Browsing Website:	www.lifecarehll.com

Specific Instruction to Bidder

3. Instruction for Pre-bid meeting:

i) A tenderer requiring any clarification or elucidation on any issue of the Tender Enquiry Document **(TED)** documents may take up the same with the Procurement Agency/Purchaser in writing through email to oxygen@lifecarehll.com One day prior to the pre-bid meeting. The Procurement Agency/ Committee constituted by MoHFW/EG-2, will respond to such request during Pre-bid meeting provided the same is received by the Procurement Agency/ Committee Constituted by MoHFW/EG-2 One day prior to the pre-bid meeting.

ii) Any queries/representations received later shall not be taken into cognizance.

iii) Procurement Agency/Purchaser / Committee based on the points raised in pre-bid conference, or on its own if decides to make certain changes in the TED, a corrigendum/amendment will be issued**.**

iv) **Instruction for Pre Bid Video Conferencing:**

Prospective bidder will be provided with the link for joining the online pre-bid video conference. It will be displayed on CPP Portal and HLL Website on the morning of the pre-bid date.

Procurement Agency/Purchaser will not be responsible for poor connectivity/net availability issue etc.

4. EARNEST MONEY DEPOSIT (EMD) / BID BOND:

Bid Security Declaration to be submitted.

5. Submission of Tender

i) Interested bidders are advised to download the complete Tender Enquiry document free of cost fromthe websites of www.lifecarehll.com or CPP Portal before due date and time

ii) Bidders shall ensure that their tender(s), complete in all respects, are submitted at the followingaddress.

Vice President (Sourcing)
HLL Lifecare Limited
Corporate office, HLL Bhavan, Poojappura,
Trivandrum-695012
Ph-0471-2354949

6. Bid should be submitted in following manner:

i) The 1st envelope superscribed with "Techno-Commercial Bid and Bid Security Declaration" shall contain Bid Security Declaration, entire set of tender enquiry document duly signed and stamped on all pages , documents mentioned under para "Techno-Commercial Bid" on subsequent page, and any other document bidders feels necessary to establish bidder eligibility.

ii) The 2nd envelope superscribed with **"Price bid for Liquid Medical Oxygen"** shall contain only the Price bid as per format attached. There should not be any overwriting or white ink used on the Price Bid. Such bid shall be rejected. Please note that 2nd envelope should contain only price bid in the prescribed format and no other document shall be put in this envelope. No cognizance of any document put in price bid will be taken other than price bid alone

iii) Both envelopes may be placed in separate 3rd envelope superscribed with **"Tender No. & Date of Opening". It is preferred that Tender No and Date of opening is put on all envelopes.**

iv) Tender/s received in any other mode including mail or without requisite "Bid Security Declaration" is liable to be summarily rejected.

v) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in **Enclosure-12** of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order.

vi) Bidders are required to submit Techno-commercial Bid & Price bids , complete in all respects , sealed in separate envelops

vii) Bidders shall comply with all terms and conditions of tender. **No DEVIATION is acceptable. No counter conditions are acceptable.**

viii) Deleted

ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning to the undersigned by e-mail/fax. The request shall be put up to the competent authority for consideration on the merit of the case. Purchaser reserves all rights in this regard & decision of Procurement Agency/Purchaser shall be binding to the applicants.

x) **SUBMISSION OF BIDS IN TWO - BID SYSTEM:**

Bidders shall furnish the following information along with technical tender:

A. Part-I Techno Commercial Bid:

It shall contain the following:

i. Bid Security Declaration
ii. Complete set of tender enquiry document duly signed and stamped on each page by tender submitting authority as token of acceptance of entire scope and terms and conditions and otherrequirements of TED.
iii. Un- priced format stating "Quoted" or "Not Quoted" and "QUANTITY", BUT WITHOUT MENTIOINGPRICES.
iv. Technical Specifications and Delivery Schedule duly signed and stamped.
v. Technical Bid on your letter head clearly indicating the offer ref. & date to be attached.
vi. Acceptance on clauses of Tender Enquiry, SCC & GT&C duly stating 'Accepted OR Deviation' as applicable for each of the clause.
vii. Bank details for payment by RTGS / NEFT in the format.
viii. Copy of certificates (as applicable) as mentioned in 'Eligibility Criteria & Documents'.
ix. Tender Form as per Enclosure-2 on company letter Head
x. Pre-Contract Integrity Pact as per Enclosure -11, *shall be a part and parcel of this bid and shall besubmitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason*
xi. Power of Attorney issued by Competent Authority in favour of the person who is signing the tender(s).
xii. Documents establishing eligibility as per Eligibility/ Qualification Criteria.
xiii. Manufacturer's Authorization Form as per Enclosure 5 (if applicable)

B. Part-II Price Bid:

Price bid format is provided under Enclosure - 3 along with this Tender Enquiry Document. Bidders are advised to quote their offer/rates strictly as per the format. **Bidder shall not modify the price bid format in any manner**.

Note:

(i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid

(ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any to prove the eligibility.

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

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

iii. Tender sent by mail/fax/telex/cable/electronically/using any other media shall be ignored.

iv. Bidders may note that any amendments, clarifications, corrigendum will only be posted in HLL website. Prospective Bidders are required to regularly browse the HLL website to keep themselves updated. Submitting the bid considering all amendments/clarifications/corrigendum posted before the two days of tender submission date, is a responsibility of bidders.

v. The Procurement Agency/Purchaser reserves the right to put the tender under abeyance or cancel the tender in whole or part at any time during the tender process and even after opening the tender without assigning any reason.

vi. The Procurement Agency/Purchaser can accept or reject any bid without assigning any reason whatsoever.

Section-II
Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location

1. **Scope:**
   a. Importing Liquid Medical Oxygen of Minimum 99.5% purity (as per specifications given under Technical Specifications) in ISO Containers of 20 MT each.
   b. Custom clearance at the port of Landing in India. (will be reimbursed on submission of documentary proof of payment)
   c. Loading of ISO Containers on suitable trailers and transporting to the consignee locations / storage locations as detailed in this TED.
   d. Facilitating drawl of sample for quality testing at consignee site
   e. Facilitating to the consignee for taking the gross weight of the vehicle along with ISO container andgoods
   f. Facilitating decantation of the Liquid Medical Oxygen into storage tank at the consignee/destination site.
   g. Facilitating taking the weight of vehicle (vehicle + ISO container) after unloading
   h. Taking back the empty ISO container back to desired destination of your choice.
   i. Bidder/Supplier shall ensure that ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation

   Note: Decanting will be done by consignee/storage owners and suppliers will facilitate the same. 'Facilitating' means cooperating in weighing, placing the vehicle at decanting locations as per instructions etc.

2. **TECHNICAL SPECIFICATIONS:**
   1. Purity(Assay) Not less than 99.5%v/v
   2. Carbon di oxide not more than 300 ppm v/v
   3. Carbon monoxide not more than 5ppm v/v
   4. Water vapour not more than 67ppm v/v
   5. Incoming ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation

3. DELIVERY SCHEDULE:

a. For imported goods price offered in INR

Delivery schedule will be reckoned from the date of Notification of Award. The date of delivery will be the date of delivery at consignee site/ Storage Point. Deliveries shall be made as per theschedule appended.

b. For Imported goods, price offered in Foreign currency + INR:

Delivery schedule will be reckoned from the date of opening of Letter of Credit (LC). The Suppliers shall provide necessary documents complete in all respects for opening of LC within 3 days of Notification of Award **(NOA)**. Days taken beyond 3 days will be adjusted in Delivery period. Procurement Agency/Purchaser will open the LC in 4 working Days. The target date for opening the LC from the date of Notification of Award will be 7 days. The date of delivery will be the date when the consignment reaches at consignee site/ Storage Point

DELIVERY SCHEDULE

S N	**NO OF DAYS**	**QUANTITY IN METRIC TONS (For 50,000 MT)**	**QUANTIT Y IN METRIC TONS (For 25,000 MT)**
1	D+30	5,000	2,500
2	D+40	7,500	3,750
3	D+50	5,000	2,500
4	D+60	7,500	3,750
5	D+70	7,500	3,750
6	D+80	7,500	3,750
7	D+90	10,000	5,000

Note:

Delivery schedule will be in proportion to the quantity offered/ordered in line with above matrix

'D' is date of Notification of Award in case the total contract is awarded in INR.

'D' is date of opening of LC in case the contract is awarded in foreign currency + INR

Note: For delayed delivery, Liquidated damages shall be charged.

4. Consignee /Store Location with spare storage space allocated for imported liquid medical oxygen is attached at Enclosure 9.

Section III
Eligibility Criteria and Document

A. ELIGIBILITY CRITERIA AND DOCUMENTS:

Bidders should submit the self-attested and notarized copies of following documents along with their offer:

ELIGIBILITY CRITERIA

1. Bidder can be a foreign manufacturer directly or their authorized Indian Agent.

   Or

   Indian subsidiaries of foreign manufacturer can also participate in the tender on behalf of parentcompany offering goods manufactured abroad. For this tender purpose they will be treated as authorized supplier of parent company situated abroad.

   Or

   Indian Manufacturers can also participate in the tender offering goods manufactured abroad and for this tender purpose, they will be treated as authorized Supplier of foreign manufacturer.

2. Annual Average Turnover of the Bidder (foreign manufacturer) in last three financial years should not be less than Rs. 125 Crore. (equivalent in foreign currency as applicable to the bidder)
3. If bid is submitted by Authorized Indian Agent/ Indian Supplier on behalf of foreign manufacturer, their Annual Average Turnover in last three financial years should not be less than Rs. 10 /-Crore. In addition to this the condition as mentioned under clause 2 above should also be fulfilled.
4. The bidders must quote a minimum of 50% of the tendered quantity for being eligible.
5. Bidder quoting as manufacturer should have executed cumulative orders of Liquid Medical Oxygen Supplies of atleast Rs. 5 Cr. (in equivalent currency) in last 3 years as on the date of tender opening. Bidders quoting as authorized agent of manufacturer if do not have independent experience, experience of manufacturer authorizing them will be considered for eligibility.
6. The Bidder shall furnish copy of Purchaser order/supply order along with documentary proof of satisfactory execution in respect of above, duly translated in English and duly notarized in the Country of origin, along with the tender.

DOCUMENTS REQUIRED FOR ESTABLISHING ELIGIBILITY

i. Manufacturing License of foreign manufacturer,

ii. Export License of foreign manufacturer if bid is directly submitted by them

iii. Manufacturer Authorization in favor of Indian Agent/ Indian Supplier in the format enclosed with this tender

iv. Import License

v. Audited / Certified Balance sheet, Profit / Loss account for past 3 years of foreignmanufacturer

vi. Audited / Certified Balance sheet, Profit / Loss account for past 3 years of Indian Agent/ Indian Supplier

vii. Copy of PAN card if applicable

viii. GST Registration Certificate along with declaration of type of GST registration (GST Reg, Composite Reg or GST not Reg) if applicable

ix.

(a) Bid submitted by foreign manufacturer directly must be represented by an agent stationed in India. The letter of authority indicating their responsibility along with certified copy of agency agreement indicating agency commission (if included in quoted price) in percentage.

(b) The Authorized Indian Agent submitting bid with CIF price bid in foreign currency, the original Proforma

Invoice of foreign manufacturer whose goods are offered along with certified copy of agency agreement indicating agency commission (if included in quoted price) in percentage

x. Declaration that bidder has quoted for minimum 50% quantity.

xi. Power of Attorney in favor of authorized signatory.

xii. Copies of purchase orders/supply orders received in last three years along with documentary proof of satisfactory execution, duly translated in English and duly notarized in the country of origin.

xiii. NOTE: The tender must quote the oxygen of foreign origin only. The Oxygen manufactured in India is not to be offered

Section-IV
GENERAL INSTRUCTION TO TENDERERS (GIT)

1. Language of Tender

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

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

2. Tendering Expense

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

3. VALIDITY PERIOD:

Bids / Offers shall have the validity period of 60 days from the tender closing date. A bid valid for a shorter period will be liable for rejection.

4. AMENDMENTS TO TENDER ENQUIRY DOCUMENT

4.1 At any time prior to the deadline for submission of tenders, the Procurement Agency/Purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

4.2 All Such amendments, clarifications or any other information related to this tender will be notified only in the website(s): http://www.lifecarehll.com/tender and CPP Portal.

4.3 Instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior two days prior to the last date of submission of the Tenders.

4.4 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Procurement Agency/Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

5. Clarification of TE documents

5.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the Procurement Agency/Purchaser in writing in their letter head duly signed and scanned through email to **oxygen@lifecarehll.com**. The Procurement Agency/ Committee will respond to such request during the prebid meeting provided the same is received by the Procurement Agency/Purchaser **one day prior to the pre-bid meeting**. **Any queries/representations received later shall not be taken into cognizance.**

6. TENDER CURRENCIES

6.1 Foreign manufacturer/supplier if submitting the bid directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for services which are to be performed in

India i.e. payment of custom duty, airport charges, Logistics expenses shall be quoted in Indian Rupees only.

6.2 Tenders, where prices are quoted in any other currency apart from 6.1 may not be accepted and areliable to be ignored.

If the bid is submitted by an Indian Agent/ Indian Supplier the bidder can choose to quoteprice in INR only

Or

it can choose to quote CIF price in any freely convertible currency supported by proforma invoice of foreign manufacturer whose goods are offered and in INR for services which are to be performed in India i.e. payment of custom duty, airport charges, Logistics expenses etc.

7. Signing of Tender

7.1 The tenderers shall submit their tenders as per the instructions given in this tender document. Tenders shall be submitted with all relevant tender documents in the prescribed format. The relevant tender documents should be duly signed by an authorized person. Power of attorney must be submitted in the name of person who is signing the tender.

8. BID REJECTION CRITERIA:

A. Following bids shall be categorically rejected;

i. Late Tender- Bids/Tender received after tender submission date and time.
ii. Bids received without Bid Security Declaration, as specified in the tender.
iii. Deleted.
iv. Deleted
v. Deleted.
vi. Bids not submitted as specified in this tender enquiry document

B. Following bid rejection criteria shall also render the bids Liable for Rejection.

i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within thegiven period depending on the deficiencies noticed in the bid.
ii. Incomplete / misleading / ambiguous bids in the considered opinion ofPurchaser.
iii. Bids with technical requirements and or terms not acceptable to Procurement Agency
iv. Bids received without pre-qualification documents / Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
v. Bids received in non-conformity to delivery schedule.
vi. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
vii. Bidders not agreeing to furnish Guarantee / Warranty obligations.
viii. Bidders not agreeing to furnish required Security Deposit as mentioned in the tender.
ix. Bidders not submitting Bid Security Declaration as specified in the Tender.
x. Bidders offering Price variation clause.
xi. Bidders (other than foreign Manufacturer) not submitting valid Manufacturer authorization.
xii. Bidders not agreeing to accept all terms and conditions of the tender or offering counterconditions.
xiii. Bidders not submitting the documents establishing its eligibility / or documents submitted not establishing bidders eligibility as per eligibility criteria.

9. PRICING:

a. Bidders shall quote the prices as per price bid sheet of the tender enquiry for delivery of the item at consignee door delivery basis. Consignee details are mentioned at Enclosure - 9
b. The prices quoted shall remain firm and fixed during the currency of the order / contract till the execution of the total quantity on the order / contract. No increase shall be permissible on any account after submission of bid /finalization of the order / contract till delivery of total quantity of the order / contract.
c. In case of any discrepancy in the Un-price Bid Format and actual Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the Price bids shall prevail over the details in blank rate schedule format for ranking and evaluation purpose.

d. However, in case of any deviations, the negotiated terms and conditions acceptable to purchaser/ Procurement Agency/Purchaser before Price Bid opening shall prevail over the above.

10. Discrepancies in Prices

10.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly

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

10.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 10.1 and 10.2 above.

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

10.5 Tenderer required to submit name and full address of their Banker (s) along with your Account Number and IFSC code. Copy of cancelled cheque may also be submitted along with the Techno-commercial Bid.

10.6. The supplier shall take back empty ISO containers within 3 days of decanting at consignee site/storage.

Section-V
Special Conditions of Contract (SCC)

1. Conversion of tender currencies to Indian Rupees

1.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the "Bill Currency Selling" exchange rate established by the Reserve Bank of India for similar transactions, as on the date of 'Techno-commercial Bid' opening.

2. Comparison of Tenders

2.1 Technical Evaluation of the Techno-commercial Bids shall be evaluated based on the Eligibility Criteria and documents submitted by the bidder. The price bid of only successful techno- commercial bid shall be opened in presence of representative of the bidders who opts to be present. The information for the same will be sent by email only to Techno-commercially responsivebidders whose bids are found eligible for price bid opening.. The rates of the responsive tenders after opening of price bid, shall be compared on Delivery Duty Paid (DDP, Incoterms 2020) consignee site basis and L1 shall be determined.

2.2 The comparison of the responsive tenders Shall be compared on Delivery Duty Paid (DDP, Incoterms 2020) consignee site basis and L1 shall be determined

3. Ranking of bids and Award of Contact:

A The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP consignee site basis.'

B . Award of contract

(i) **(a) One Bid per Bidder/ Manufacturer:** A manufacturer or their authorized agent or authorized supplier any other firm whom the manufacturer has committed to supply the goods for the purpose of this tender, any one of them can submit the bid. If both submit the bid, both thebids will be liable for rejection.

(b) The Indian agent/supplier submit the bid/bids offering the goods manufactured by more than one foreign manufacturer, such bids will be liable for rejection

(ii) In case, the rate quoted by the lowest acceptable bidder (L1) is not reasonable, then rate may be negotiated with L-1 bidder only as per CVC Guideline.

(iii) **Splitting of Contract:** Procurement Agency/Purchaser reserves the right to divide the total quantity amongmultiple bidders following the splitting of contract parallel contracts guidelines which is as defined in the subsequent clauses.

(iv) **Parallel Contracts/Splitting Ratios:** The manner of deciding the relative share of L1 bidder and the rest of the bidders will be done on the basis of the ratio 50:30:20. L1 will be ordered 50 % quantity. L2 and L3 will be asked to match the agreed L 1 price for ordering 30% and 20% quantity. If they do not agree to match L 1 price, Procurement Agency/Purchaser can approach other bidders in ascending order of ranking of bids to match the L 1 price. Procurement Agency/Purchaser with approval of Competent Authority reserves the right to award the entire quantity to L1 if other bidders do not match the price or if out of L2 and L3 one bidder matches and other do not match, the left over quantity can be divided between the two bidders 70:30 ratio. Notwithstanding anything as stated above, considering this an emergency procurement for Covid -19 pandemic management. Procurement Agency/Purchaser with approval of Competent Authority can decide to award contract to other bidders if situation so demands for the Covid-19 pandemic management.

(v) The decision of the Competent Authority in respect of splitting of contracts shall be final and binding upon all the bidders.

(vi) The **Procurement Agency/Purchaser** reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the **Procurement Agency/Purchaser** will be binding and final on the subject.

4. Notification of Award (NOA)

4.1 Before expiry of the tender validity period, the Procurement Agency/Purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Procurement Agency, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted (Enclosure-7). The successful tenderer must furnish to the Procurement Agency/Purchaser the required performance security within 15 days from the date of issue of this notification, failing which the award will be cancelled. However, the Procurement Agency/Purchaser reserves the right to agree for extending time on account of justified reasons given by supplier to a maximum of one week. Relevant details about the performance security have been provided in the tender clauses.

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

5 **Issue of Contract**

5.1 Promptly after notification of award, the Procurement Agency/Purchaser will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

5.2 Within 7 days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Procurement Agency.

5.3 The Procurement Agency/Purchaser reserves the right to issue the Notifications of Award consignee / Storage location wise.

6 **TERMS OF PAYMENT:**

6.1 The payment shall be released within 15 working days subject to receipt of bills, complete in all respect as per the terms of payment mentioned in the TED. In case any discrepancy in the submitted documents, the 15 days will be counted from the date of receipt of corrected documents

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

TERMS AND MODE OF PAYMENT

A) If Bid is offered in INR only by Indian Agent/ Indian Supplier.

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

a) On delivery/ Receipt of Goods:

100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount

(ii) Quality Certificate specifying Purity of Liquid Medical Oxygen from Manufacturer

(iii) Quality Test Report at Consignee / Storage location where the goods have been delivered.

(iv) Insurance Certificate as per tender

(v) Certificate of origin for imported goods

(vi) Consignee Receipt Certificate as per Enclosure- 8 in original issued by the authorized representative of the consignee/ storage location along with weight bridge slip

B) If bid is offered in Foreign currency + INR :

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

On delivery/ Receipt of Goods

a) Foreign Component: Payment directly to foreign manufacturer against LC

100% of the net CIF price (CIF price less Indian Agency commission if any) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the manufacturer/ agent/supplier in a bank in his country and upon submission ofdocuments specified here under:

(i) Four copies of manufacturer/agent/supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;

(iii) Four Copies of packing list identifying contents of each package;

(iv) Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within24 hours;

(v) Manufacturer's Quality Certificate specifying Purity of Liquid Medical Oxygen

(vi) Certificate of origin by the chamber of commerce of the concerned country;

(vii) Consignee Receipt Certificate as per Enclosure- 8 in original issued by the authorizedrepresentative of the consignee/ storage location along with weight bridge slip

b) INR Component:

Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, insurance, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of 100 % payment to the foreign principal.

c) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing bill currency selling exchange rate ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This is payable against submission of a certificate from the principal supplierthat they have realised full and final settlement against their supply.

6.3 The supplier shall not claim any interest on payments under the contract.

6.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

6.5 Irrevocable & non – transferable LC shall be opened by the Procurement Agency. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Procurement Agency/consignee, the charges thereof shall be borne by the supplier.

6.6 The payment shall be made in the currency / currencies authorised in the contract.

6.7 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

6.8 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

6.9 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Procurement Agency/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Procurement Agency/Consignee forthwith.

6.10 Procurement Agency, based on the Quality Test Report from Consignee/ Storage locations reserves the right to reject the goods if not received as per agreed tender specifications / or agreed permissible deviations. If goods are rejected, Supplier will have to take them back its own cost with no liability on the purchaser/ Procurement Agency.

6.11 If goods receipt are not as per agreed tender specification and if the situation demands, on the request of manufacturer/supplier, the Procurement Agency/Purchaser based on recommendation of technical committee and on approval of competent authority can decide to accept the goods with prorata deductions. However, manufacturer/supplier cannot claim this as its right

7 GUARANTEE: Goods shall be guaranteed for the agreed technical specification.

8 INSPECTION AND TESTING: Manufacturer should furnish the Quality Report certifying purity not less than 99.5% purity as specified in Technical Specifications. At the time of receipt of Goods at Consignee/ Storage Locations, the goods will be tested for its conformity to technical specifications. The test report at Consignee/ Storage location shall be final and binding on the parties to Contract

9 **SECURITY DEPOSIT (SD):**

a. The successful bidder shall have to submit Security Deposit for an amount of 3% of the Order / Contract Value in the form of Bank Guarantee drawn in favor of HLL Lifecare Limited or Electronic payment through NEFT/RTGS to HLL Lifecare Limited's account. Bank Guarantee should be from Scheduled Banks**.** The BG towards Security Deposit (SD) shall be forwarded to VP (Sourcing), No interest will be paid on Security Deposit. The SDBG shall be in the prescribed format as given in the Enclosure 6 and should be valid for 60 days beyond the contractual obligation.
b. Please note that HLL Lifecare Limited does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status.
c. In case of failure to submit Security Deposit within 15 days from the date of NOA, there is likelihood of cancellation of the NOA and invocation of risk purchase clause. Procurement Agency, on receipt of justified reasons in writing from the manufacturer/Supplier in writing can agree for one week extension for submission of BG. However, this is purely a discretion of Procurement Agency/Purchaser and not the right of Manufacturer/Supplier.
d. The Security Deposit will be returned only after successful execution of the order and shall be interest free.
e. In the event of failure to execute the order satisfactorily, the Security Deposit will be forfeited by Procurement Agency.

10 **LIQUIDATED DAMAGES:**

Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Procurement Agency/ Consignee beyond the agreed schedule, the Supplier shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 10% of the order value for the undelivered portion.

Since the Liquidated damages are in virtue of non-performance of services, it will attract GST also which in turn shall be deducted from the supplier.

11 **GST COMPLIANCE:**

i. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the Procurement Agency.

ii. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory

variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

iii. But nevertheless, the Procurement Agency/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the Procurement Agency/Purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

12. RISK PURCHASE & ORDER CANCELLATION:

In case of delay beyond the contractual delivery period, Procurement Agency/Purchaser reserves the right to cancel the order and procure the ordered material from any other available source at Procurement Agency's option and discretion and entirely at Suppliers risk and cost. Extra expenditure incurred by Procurement Agency/Purchaser in doing so will be recovered from you. Procurement Agency/Purchaser also reserves the right to cancel the order at Suppliers risk and cost if the progress of work is not considered satisfactory and it is felt that Supplier is not likely to meet the contractual delivery date.

13. OPTION CLAUSE:

a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to Fifty (50) per cent, the quantity of goods and services mentioned in the NIT (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

b. If the quantity has not been increased to the maximum of 50% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available Fifty (50) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract

c. Considering the fact that imported oxygen is being Procurement through this tender for Covid-19 pandemic management, Procurement Agency/Purchaser can decide to order beyond the limits as mentioned above with approval of competent authority if situation so demands. However, in this case PA/Purchaser reserves the right to negotiate with the supplier

14. CONTRACT EXTENSION CLAUSE:

Procurement Agency/Purchaser reserves the right to extend the delivery period with or without LD beyond the originally contracted period at the same rate, terms and conditions of the contract. However, PA/Purchaser reserves the right to negotiate with the supplier

15. MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by submittingrevised bid not later than the deadline for submission of bids.

16. The contract will be governed by Special conditions of Contract (SCC) and General Terms and conditions (GT&C) while executing work. In case of discrepancy, clauses of Special terms and conditions will prevail.

17. Termination for default

17.1 The MoHFW/Procurement Agency, without prejudice to any other contractual rights and remedies available to it , may, by written notice of default sent to the supplier, terminate the contract in whole or in

part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Procurement Agency..

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

17.3 Unless otherwise instructed by the Procurement Agency/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

18. Termination for insolvency

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

19. Force Majeure

19.1 The supplier shall not be liable for imposition of Liquidated Damages so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the Procurement Agency/Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Procurement Agency/Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

19.5 In case due to a Force Majeure event the Procurement Agency/Purchaser is unable to fulfil its contractual commitment and responsibility, the Procurement Agency/Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. Termination for convenience

20.1 The Procurement Agency/Purchaser reserves the right to terminate the contract, in whole or in part for its (Procurement Agency's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procurement Agency. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

20.2 The goods and services which are complete and ready in terms of the contract for delivery and

performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Procurement Agency/Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Procurement Agency/Purchaser may decide:

a. To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
b. To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. Governing language

21.1 The contract shall be written in English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

22. Notices

22.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post/ courier or by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

23. Resolution of disputes

23.1 If dispute or difference of any kind shall arise between the Procurement Agency/Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

23.2 (i) If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation and in the event of failure to amicably settle any such disputes, differences, claims or questions, within twenty-one days of its occurrence the same shall be referred for arbitration to a Sole Arbitrator to be nominated jointly by the parties. The appointment of arbitrator and the Arbitration proceedings shall be in accordance with the Arbitration Act 1996 and / or any statutory enactment or modification thereof. The costs of arbitration including arbitrator fees must be equally borne by the parties. The proceedings of arbitration shall be in English language. The arbitration award shall be final and binding among the Parties.

(ii) In the event of any dispute between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) , such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018

23.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA

23.4 Venue of Arbitration: Venue of Arbitration: The venue of arbitration shall be New Delhi/NCR, India.

23.5 Jurisdiction of the court will be New Delhi, India.

24. Applicable Law

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

25. Withholding and Lien in respect of sums claimed

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

26. General/ Miscellaneous Clauses

26.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Manufacturer/its Indian Agent/ Indian Supplier on the one side and the Procurement Agency/Purchaser on the other side, a relationship of master and servant or principal and agent.

26.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

26.3 The Supplier shall notify the Procurement Agency/MohFW /the Government of India of any material change that would impact on performance of its obligations under this Contract.

26.4 Each member/constituent of the Supplier/its Indian Agent, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Procurement Agency/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

26.5 The Manufacturer/its Indian Agent/ Supplier Provider shall at all times, indemnify and keep indemnified the Procurement Agency/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

26.6 The Manufacturer/its authorized Agent/ Supplier shall, at all times, indemnify and keep indemnified the Procurement Agency/ MoHFW/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

26.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

26.8 If any provisions of this tender enquiry or a contact formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

27. CONTACT PERSON FOR CLARIFICATION:

a. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For HLL Lifecare Limited

Name- Vinod Pillai
Designation: VP- Sourcing
Ph no : 0471-2354949

Enclosures:

Enclosure – 1 - GENERALTERMS & CONDITIONS (GT&C)
Enclosure - 2 - Tender form
Enclosure - 3 - Price Schedule
Enclosure - 4 - Deleted
Enclosure - 5 - Manufacturer's Authorization Form
Enclosure - 6 - Bank Guarantee Form For Performance Security
Enclosure -7 - Contract Form
Enclosure-8 - Consignee Receipt Certificate
Enclosure -9 - Consignee List/Store Location
Enclosure -10 - Check List
Enclosure -11 - Pre-Contract Integrity Pact
Enclosure -12 -Insertion of Rule 144 (xi) in GFR 2017

Enclosure-1

GENERAL TERMS & CONDITIONS (GT&C)

1. GENERAL

1.1 UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS GT&C**.**

2. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

2.1 Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

3. PURCHASER'S / PA's PROPERTY.

3.1 All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

3.2 On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

4. RISK PURCHASE

Deleted

5. RECOVERY-ADJUSTMENT PROVISIONS:

5.1 Payment made under one order shall not be assigned or adjusted to any other order except to the extentagreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

6. INDEMNIFICATION

6.1 The Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor**,** his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

7. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

7.1 The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

8. SUBCONTRACT & RIGHT OF PURCHASER/ PA

8.1 The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

9. PATENT RIGHTS.

9.1 The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims

arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order

10. AGENTS/AGENCY COMMISSION:

10.1 The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

10.2 The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

10.3 The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

10.4 The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

10.5 The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

11. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

11.1 The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

11.2 The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

11.3 In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

12. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

12.1 It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and HLL Lifecare Limited) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In

particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HLL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that HLL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

13. EXPORT LICENCE

13.1 The export licenses that may be required for delivery of the various items/equipment to Consignee shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

14. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

14.1 The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de- listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

15. SECURITY DEPOSIT

15.1 The successful bidder shall submit a Security Deposit @ 3 % of the contract value in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Procurement Agency/Purchaser within 15 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

16. FORFEITURE OF EMD / BID BOND – NA

17. FORFEITURE OF SECURITY DEPOSIT

17.1 Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

18. FORFEITURE OF PERFORMANCE GUARANTEE

18.1 In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

19. SUPPLIES

19.1 The products / items to be supplied shall be strictly in accordance with the Specifications / Requirements indicated in the Tender Enquiry / Order.

20. PROGRESS REPORTING & MONITORING

20.1 Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

21. CANCELLATION OF ORDER – Deleted

22. INSURANCE

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

22.2.1 In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect

shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till decanting of Goods in the storage tanks of Consignee.

22.2.2 In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier or its Indian Subsidiary/Indian agent from the port of entry/ landing to the consignee site till decanting of Goodsin the storage tanks of Consignee for an amount equal to 110% of the Value of the Goods on all risk basis.

23 TAXES & DUTIES / STATUTORY LEVIES

23.1 Taxes and duties applicable, if any, shall be regularized by PA/consignee/Ministry by issuing necessary exemption certificates in respect of procurement if any. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'HLL Lifecare Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in thePurchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'HLL Lifecare Limited' only. In the case of payment of GST agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the GST Registration number and the category of service for which the contractor/Vendor is registered with the GST Department. A copy of the GST Registration certification will be submitted by the contractor/Vendor as a one-time requirement in support of the registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the GST Registration at any point of time during the currency of the contract.

24 DEMURRAGE

24.1 Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

25 INSPECTION, TESTING

25.1 The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

25.2 The decision of the Inspecting Authority or their representatives, as the case may be, on any questionof the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

25.3 The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

26. RECEIPT INSPECTION BY CONSIGNEE

26.1 Consignee shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by Consignee Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible

time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

27. REJECTION OF MATERIALS- Deleted

28. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS -
Deleted

29. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS

29.1 The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for HLL action.

30. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL
Deleted

Enclosure -2

TENDER FORM

To,
VP Sourcing
HLL Lifecare Limited

Date ……

Ref. Your TE document No. _dated _

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable as per tender and read with modification, if any, in – "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the clause no 4, Section IV (General Instructions to Tenderers), read with modification, if any in – GENERAL TERMS & CONDITIONS and special Conditions of the contract" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date) (Name and designation)

Duly authorised to sign tender for and on behalf of

Enclosure -3

PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN QUOTED IN INR

1	2	3	4	5				6
				Price per MT(Rs.)				
Sl. No.	Brief Description of Goods	Country of Origin	Offered Quantity (MT)	Price per MT including Packing and Forwarding charges (a)	GST (if any) [%age & value] (b)	Inland Transportation, Insurance till decanting ofgoods in storage tanks , loading/ unloading and Incidental costs till consignee's site(c)	Unit Price per MT (at Consignee Site) basis (d) =a+b+c	Total Price (at Consignee Site) basis (Rs.) 4 x 5(d)

Total Tender price in Rupees:_____

In words:

_____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. Ranking of price shall be made on Unit price per MT at consignee site.
3. The empty container after decanting shall be taken back by the supplier at their own cost from consignee site.

Name_____

Business Address_____

Place:_____ **Signature of Tenderer**_____

Date:_____ **Seal of the Tenderer**_____

ii. PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN QUOTED IN FOREIGN CURRENCY + INR

1	2	3	4	5							6
Sl. No.	Brief Description of Goods and HSN code	Country of Origin	Offered Quantity (MT)	Price per MT(Currency)							Total price on CIP Named Port of Destination quoted in foreign Currency + Amount quoted in INR 4X 5 (g)
				FOB price at port of Lading ***(a)	Insurance & Freight ***(b)	CIP Port of destination by Sea ***(c)= (a+b)	Custom Duty (in % and amount) as applicable **(d)	Custom Clearance & handling Charges ** (e)	Insurance till decanting of Goods in Storage at consignee locations, Loading/unloading/ inland transportation/ & Incidental cost till consignee's site ** (f)	Unit Price (per MT) on CIP Named Port of Destination + Custom Duty, Custom Clearance, Extended Insurance (local transportation and storage) (g) = c+(d+e+f)	

*** to be quoted in foreign Currency (Mention the Currency)

** To be quoted and paid in Indian Currency (Rs.)

Total Tender price in foreign currency _____

In words _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE per MT shall prevail.
2. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP at consignee site as per INCOTERMS.
3. The bidders break up of prices under various columns are for comparison of prices till delivery of goods at consignee's site for tender evaluation and will be allowed on actual basis subject to bidders quoted prices as ceiling under various heads which will be adjusted later against balance payment.
4. The quoted price should be bidders best lowest rate supported with original proforma invoice from the foreign manufacturers
5. All the components of the DDP price will be paid by the tenderer, purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
6. Custom Duty will be reimbursed as rate mentioned above or rate mentioned in Bill of Entry whichever is lower.
7. Ranking of price shall be made on Unit price per MT at consignee site.
8. The empty container after decanting shall be taken back by the supplier at their own cost from consignee site.

Indian Agent:

Indian Agency Commission (included in FOB price)- ____% of FOB

Signature of Tenderer_____

Name_____

Business Address_____

Place:_____ **Signature of Tenderer**_____

Date:_____ **Seal of the Tenderer**_____

Enclosure -4 - Deleted

Enclosure -5

MANUFACTURER'S AUTHORISATION FORM

VP- Sourcing
HLL Lifecare

Limited Dear Sir,

Ref: Your TE document No _ dated

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

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

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

We also hereby extend our full guarantee as per clause 7 of special conditions of contract, read with modification, if any, for supply of Liquid Medical Oxygen of minimum 99.5% purity as per technical specification mention in section II of Tender document by above firm against this tender enquiry document.

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

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

Yours faithfully,

Note:[*Signature with date, name, designation and Email*] for and on behalf of Messrs

[*Name & address of the manufacturers*]

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

(2) Original letter may be sent.

(3) The Procurement Agency reserves the right to verify this document with its signatory.

Enclosure -6

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

VP Sourcing

HLL Lifecare Limited

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid till such time to cover 60 days beyond contractual obligations from the date of Notification of Award i.e. up to (indicate date)

……..……..

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

……

Name and designation of the officer

……

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

Enclosure -7

CONTRACT FORM - A

CONTRACT FORM FOR SUPPLY OF LIQUID MEDICAL OXYGEN ON DDP BASIS

(Address of the Procurement Agency) Contract

No_____dated_____

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

1. Name & address of the Supplier: _____
2. Procurement Agency's TE document No_____dated_____ and subsequent Amendment No_____, dated_____(if any), issued by the Procurement Agency
3. Supplier's Tender No_____ dated_____and subsequent communication(s) No_____dated _____(if any), exchanged between the supplier and the Procurement Agency/Purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

   (i) General Conditions of Contract;

   (ii) Special Conditions of Contract;

   (iii) List of Requirements;

   (iv) Technical Specifications;

   (v) Quality Control Requirements;

   (vi) Tender Form furnished by the supplier;

   (vii) Price Schedule(s) furnished by the supplier in its tender;

   (viii) Manufacturers' Authorisation Form (if applicable for this tender);

   (ix) Procurement Agency's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

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

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of Procurement Agency's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

6. Warranty clause
7. Payment terms
8. Paying authority

_____

Received and accepted this contract

(Signature, name and address of the supplier's executive Duly authorised to sign on behalf of the supplier) For and on behalf of_____(Name and address of the supplier)

(Seal of the supplier)

Date: _____

(Signature, name and address of the Procurement Agency's/Consignee's authorised official) For and on behalf of_____

Place:

Enclosure -8

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative) The following store(s) has/ have been received in good condition:

1) Contract No. & date : _____

2) Supplier's Name : _____

3) Consignee's Name & Address with telephone No. & Fax No./Email : _ _____

4) Name of the goods supplied : Liquid Medical Oxygen

5) (a) Quantity Supplied : _____

(b) Quality Testing(Done/Not done) :_____

(c)Quality Supplied(Complying/Not Complying) : _ _____

6) Date of Receipt by the Consignee : _____

7) Name and designation of Authorized Representative of Consignee : _____

8) Signature of Authorized Representative of Consignee with date :_____ of

9) Seal of the Consignee : _____

Enclosure -9

Consignee List/ Storage Location

Storage Space offered by Inox				
STATE Medical Oxygen	**LOCATION**	**Consignee Address**	**Total Liquid Medical Oxygen Storage**	**Storage space allocation for Imported Liquid Medical Oxygen**
Himachal Pradesh	Barotiwala	INOX Air Products Private Limited, Industrial Area,Village-Kunjhal, Barotiwala,Distt-Solan,H.P-174103	690	200
Rajasthan	Bhiwadi	INOX Air Products Private Limited, C/o Saint Gobain Glass Premises , SP-01 KahraniIndustrial Area, Bhiwadi Extn Distt Alwar, Bhiwadi, Rajasthan- 301019	530	160
Uttar Pradesh	Surajpur Modinagar	INOX Air Products Private Limited, Unit-1, Surajpur Kasna Road, Surajpur,Distt. GautamBudh Nagar, U.P -201 306	132	40
Uttar Pradesh	Modinagar	INOX Air Products Pvt. Ltd. Khasra No.171-173, Modi Nagar Hapur Road, Yusufpur Isapur Pargana, Jalabad Tehsil Modinagar, Ghaziabad, U.P – 245304	800	240
West Bengal	Barjora	INOX Air Products Private Limited, PLOT NO-P, PHASE -II, PLASTO STEEL PARK, BARJORA, GHUTGHORIA, DIST - BANKURA, WEST BENGAL -722168	800	240
Jharkhand	Bokaro	INOX Air Products Private Limited, INSIDE THE PREMISE OF BOKARO STEEL PLANT, NEAR HSCL, CEZ, BOKARO STEEL CITY ,BOKARO,JHARKHAND,-827001	600	180
Maharashtra	Butibori (Nagpur)	INOX Air Products Private Limited, Plot No. B-131, MIDC Indl. Area, Butibori-441122, Dist. Nagpur(M.S)	395	120
Maharashtra	Chakan	INOX Air Products Private Limited, Plot No. PAP-V-1/1/B, VILL. VASULIB-131, CHAKAN MIDC - PHASE II, TAL KHED , DIST. PUNE PIN - 410501 MAHARASHTRA	878	260
Maharashtra	Vile Bhagad	INOX Air Products Private Limited, Plot No. B-93, Vile Bhagad MIDC, Industrial Area, Tal. Mangaon - 402308, Dist Raigad.	680	200
Maharashtra	Dolvi	INOX Air Products Private Limited, C/o. JSW Steel Ltd, Geetapuram, Village Dolvi, Taluka	2000	600

		Pen. Dist Raigad – 402107		
Gujarat	Hazira	INOX Air Products Private Limited, Oxygen Plant III – 885 TPD Premises of AM/NS India Ltd,27th KM Surat Hazira Road, Hazira, Surat Gujarat 394270	715	215
Gujarat	Karjan	INOX Air Products Private Limited, Block no 102, 106P, Vemardi Road,Juni Jithardi P.O. & TA. : Karjan,Vadodara Gujarat – 391240	485	145
Gujarat	Simej	INOX Air Products Private Limited,Plot no 564, Simej-Koth Road, Village Simej Tal: Dholka, Dist Ahmedabad Gujarat 382265	800	240
Kerala	Kanjikode	INOX AIR PRODUCTS PVT LTD NO. 547-560, PETRONET ROAD, PUDUSSARY KANJIKODE, PALAKKAD -678621 KERALA	900	270
Puducherry	Puducherry	INOX AIR PRODUCTS PVT LTD RS.NO. 26. KANNIAKOIL, BAHOUR MAIN ROADMANAPET POST, UTCHIMEDU PUDUCHERY-607402	264	80
Tamil Nadu	Sriperumbudur	INOX Air Products Private Limited, PLOT NO. E-16-B, SIPCOT INDL. PARK, PONDUR AVILLAGE SRIPERUMBUDUR, KANCHEEPURAM DIST-602105 TAMILNADU	850	255
Telangana	Hyderabad	INOX Air Products Private Limited, Plot.no.38, IDA,Phase-I, Pashamylaram,Patancheru(M),Sangareddy(Dist),Telangana, Pin-502307	184	55
Karnataka	Bellary	INOX Air Products Private Limited, C/O JSW STEELS LTD VIDYANAGAR, TORANAGALLU-583123 BELLARY-KARNATAKA	350	105
Total (A)			12053	3605

Storage Space offered by Linde

Plant location	Consignee Address	Liquid Medical Oxygen Storage capacity (MT)	Storage space allocated for Imported Liquid Medical Oxygen

Tamilnadu	St. Gobain	Praxair India Private Limited Plot No.F18 SIPCOT Industrial Park Kanchipuram District Sriperumbudur 602 106 State: Tamil Nadu	420	201
Karnataka	Bellary-1	Praxair India Private Limited P.B. No. 04, Vidyanagar, JSW site Torangallu(PO) Ballari : District, 29 583275 State-Karnataka	1000	240
	Bellary-2	Praxair India Private Limited P.B. No. 04, Vidyanagar, JSW site Torangallu(PO) Ballari : District, 29 583275 State-Karnataka	3000	568
	Hospet#2	Praxair India Private Limited C/o Kalyani Steels Site Hospet Road Ginigera Village Hospet 583 228 State: Karnataka	1100	279
Chhattisgarh	SAIL- Bhilai	PRAXAIR INDIA PVT. LTD Near Oxygen Plant−II At Bhilai Steel Plant's Site Dist.Durg Chattisgarh 490 001 Sate: Chattisgarh	4700	427
West Bengal	Haldia	Praxair India Private Limited Haldia Petrochemicals Site Post Box No 19, Durgachak HPL Link Road, Durgachak Colony Haldia 721 602 Stae: West Bengal	600	235
	SAIL- DGP	Praxair India Private Limited Durgapur Steel Plant Premises J.L. No.65, Mouza – Mazedihi Near Waria Police Station, Durgapur 713 203 State: West Bengal	2200	374
Jharkhand	JMP1290	Linde India ltd, Behind NML Company, Long Tom Area, Burma mines, Jamshedpur. PIN- 831007. (Jharkhand)	5000	1887
	JMP2550	Linde India ltd, Behind NML Company, Long Tom Area, Burma mines, Jamshedpur. PIN- 831007. (Jharkhand)	3000	1403

Maharashtra	Murbad	Praxair India Private Limited No A−3/2, MIDC Industrial Area Murbad, Dist: Thane Murbad 421401 State: Maharashtra	630	290
Odisha	Taloja	C/o Linde India Limited T-8, MIDC Taloja 410208, India	3000	1786
	Rourkela RSP BOO-S	Linde India Limited 2X853 TPD Plant, Tangarpalli Fertilizer Township Unit no:46. Odisha:769015	2000	296
	Kalinganagar TATA-KP	Inside TATA Steel Limited Kalinga Nagar Industrial Complex, Duburi, Jajpur - 755026	4200	1145
	JSL-421	Linde India limited 421 TPD oxygen plant Inside Jindal stainless steel Kalinganagar industrial complex duburi odisha 755026	1000	89
Gujrat	Dahej	Linde India Limited (Formly known as BOC India Limited). Dahej Tonnage Plant, Plot no D-2/19 Dahej Industrial Estate-II, Taluka-Vagra, Dist-Bharuch, Gujrat-392130	500	352
Uttarakhand	Selaqui	Linde India limited, Khashra No.122 MI, Central hope town, twin industrial estate, Phase II, Selaqui 248197	1000	215
Total (B)			33350	9787
CPSE Steel Plants (Ton per day)				
Chattisgarh	SAIL, Bhilai	SAIL Refractory Unit, Maroda, Bhilai, Chhattisgarh 490006	4000	700
Odisha	SAIL, Rourkela	Rourkela Steel Plant Area, Rourkela, Odisha 769011	2280	159
Jharkhand	SAIL, Bokaro	ISPAT BHAWAN BOKARO STEEL PLANT, BOKARO STEEL CITY 827001, JHARKHAND	2000	48
Andhra Pradesh	RINL	Rashtriya Ispat Nigam Ltd. Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam - 530031, Andhra Pradesh, India	7000	2500
Total (C)				3407

Grand Total (A+B+C) =16799

Enclosure -10

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1.	Have you enclosed Bid Security Declaration			
2	Whether all the Pages are signed & properly tagged with all documents and enveloped properly sealed?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4	Have you submitted required document as per Tender Enquiry Document			
5	Have you submitted manufacturer's authorization as per Enclouser-5			
6	Have you kept validity of 60 days from the Tender Opening date as per the TE document?			
7	Have you intimated the name and full address of your Banker (s) along with your Account Number			
8	Have you fully accepted payment terms as per TE document?			
9	Have you fully accepted delivery period as per TE document?			
10	Have you submitted the certificate ofincorporation?			
11	Have you accepted the warranty as per TEdocument?			
12	Have you accepted all terms and conditions of TE document?			
13	Have you furnished Annual Report (Audited Balance Sheet and Profit & Loss Account) forlast three years prior to the date of Tender opening?			

Enclosure -11

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ….day of the month of ……. 2021

Between

HLL Lifecare Limited [HLL], a Government of India Enterprise with Corporate office at HLL Bhawan, 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) ofthe First Party.

And

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

Preamble

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

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

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

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at acompetitive 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

HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

HLL 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.

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

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.

If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL'sAssociates (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:-

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.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HLL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HLL.

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

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

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

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

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

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

The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence 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.

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 toofficials 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.

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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.

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.

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.

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

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.

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

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

a. 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.

b. 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

The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

HLL will enter into agreements with identical conditions as his one with all Bidders and Contractors.

HLL will disqualify from the tender process all bidders who do not sign this Pact or violate itsprovisions.

Clause.5. Consequences of Violation / Breach

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to

5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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 incase 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 torecover 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 withinterest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

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 (whetherwith 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.

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)

HLL has appointed Sh. Shri M.J Joseph ICAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Independent External Monitor (IEM) Shri
M.J Joseph ICAS (Retd.)
Ex- Controller General of Accounts (Secretary Rank) Email:
iemhll@lifecarehll.com
Email: mohan.joseoh@gmail.com

The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

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

The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

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

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

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

Clause.9. Facilitation of Investigation

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

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause.13. Other provisions

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.

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

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.	**Bidder**
_____	_____
Witness	Witness
1……..	1……
2……	2……..

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

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I.**

2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -

    a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed*: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.

    b) *If the tendering process has crossed the first exclusionary qualificatory stage*: If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
   a. to all Autonomous Bodies;
   b. to public sector banks and public sector financial institutions; and
   c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
   d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
   e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose *beneficial owner* is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Secretary DPIIT with a request to initiate action as provided under Annex I

(4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required**.

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I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance**.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.

C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose *beneficial owner* is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Enclosure - 13

BID SECURITY DECLARATION FORM (On Bidders Letter head)

I / We, the authorized signatory of M/s ..... , participating in the subject tender No . ..... for the item / job of ..... , do hereby declare :

That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract then, I/we will be suspended from being eligible for bidding / award of all future contract(s) of tenderer for a period of six months from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory ..... .

Company Name .....