

**e-TENDER ENQUIRY DOCUMENT (e-TED)
FOR
“IMPLEMENTATION OF
LEGAL & STATUTORY COMPLIANCE MANAGEMENT AND TRACKING
APPLICATION SOFTWARE”**

e-TED NO: HLL/CHO/LEGAL/2025-26

Dated: 22/10/2025



BY

**HLL Lifecare Limited
(A Government of India Enterprise)**

AT

**Corporate Head Office,
HLL Bhavan - Poojappura - PO |
Thiruvananthapuram - 695012,
Kerala, India**

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Email: legal@lifecarehll.com
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CIN: U25193KL1966GOI002621.

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SECTION I**NOTICE INVITING e-TENDER (NIT)****e-TED NO: HLL/CHO/LEGAL/2025-26****Dated: 22/10/2025**

HLL Lifecare Limited (HLL), a Mini Ratna Government of India Enterprise, under the Ministry of Health & Family Welfare, invites tender from interested & experienced companies/ firms for “Implementation of Legal & Statutory Compliance Management and Tracking Application Software” for the company’s own purpose.

The details can also be had from our Website at <http://www.lifecarehll.com/tender>, & <https://etenders.gov.in/eprocure/app>. The tender can be submitted only through CPP Portal. The Bid Document can download from our website. Schedule of Tender is as detailed below:

Last date for submission of Bid	: 11/11/2025 by 02.00 pm
Date of opening of Technical Bid	: 12/11/2025 by 03.30 pm

(1) e-TED timeline:

Sl. No.	Description	Schedule
a.	Tender Fee	Nil
b.	Earnest Money Deposit (EMD)	Rs 50,000 (Rupees Fifty Thousand only)
c.	Last date for submission of Pre-bid queries	31/10/2025
d.	Closing date & time for submission of online bids	11/11/2025 by 02.00 pm
f.	Time and date of opening of online bids	12/11/2025 by 03.30 pm

SPECIFIC Instructions for e-TED Participation:-

(2) The Applications shall be submitted online only.

(3) DO NOT’S

Applicants are requested NOT to submit the hard copy of the bid documents. In case any document is submitted in physical form (hard copy), the document shall be straightaway rejected.

Note:

It is the responsibility of tenderer to go through the e-TED Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL.

(4) In case of any queries, all prospective Applicants may send their queries, if any on the email id: legal@lifecarehll.com, within 2 weeks from publishing this e-TED (i.e on or before 31.10.2025). Any query received after the scheduled time will not be considered.

(5) In the event of any of the above mentioned dates being declared as a holiday in the organisation, the next working day will be considered as per prescribed venue & time.

(6) There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.

(7) Amendments, if any, to the tender will be published only in HLL website / portal of www.lifecarehll.com , and CPP portal only.

(8) SPECIFIC Instructions for e-Tender Participation:-

i. Applicants should have valid Class 3 Digital Signature Certificate with encryption.

ii. Applicants are requested to read the tenderer's help document on e-tender web site link before proceeding for submitting their Application.

iii. The prospective Applicants have to register with the E-procurement system at <https://etenders.gov.in/eprocure/app>. On completion of the registration process, the Applicants will be provided user ID and password within 7 working days. In order to submit the Applications electronically, Applicants are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).

iv. Applicants are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush. The process normally takes 03 days' time.

v. Post receipt of User ID & Password, Applicants can log on for downloading & uploading tender document.

vi. Tenderer may download the E-TED document from the web site www.lifecarehll.com or [www.etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app).

vii. The submission of online documents can only be done through <https://etenders.gov.in/eprocure/app>.

viii. This E-TED is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>.

ix. Applicants shall ensure that their submissions are complete in all respects and are to be submitted online through e-procurement portal (as described above). No DEVIATION is acceptable.

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

xi. All the necessary documents as prescribed in the E-TED document shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of tender/Application.

xii. Documents should be uploaded online only in the prescribed format given in the website. No other mode of submission shall be acceptable.

xiii. The prospective Applicants may scan the documents in low resolution (75 to 100 DPI) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible).

This would reduce the size of the Cover and would be uploaded faster. The tenderer should however ensure the clarity and legibility of the text.

xiv. The Individual file size of uploading is restricted to 3 MB. Applicants may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.

- (9) All the e-TED related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online.
- (10) Prospective bidders may send their queries within the last date for submission of the pre-bid queries as given in the NIT. No queries/ representations will be entertained after scheduled date.
- (11) The reply to the queries (consolidated) will be posted in the website of HLL, wherever needs to be addressed at the sole discretion of HLL.
- (12) Bidders shall ensure that their bids complete in all respects, are submitted **online through e-portal (as described above) ONLY. No DEVIATION is acceptable.**
- (13) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
- (14) The bidder shall furnish, as part of this bid, Earnest Money Deposit (EMD) for an amount of Rs 50,000/- (Rupees Fifty Thousand only) as Bid Security. The Bid Security is required to protect HLL against the risk of bidder's conduct, which would warrant the forfeiture of bid security. The bid security shall be submitted through RTGS/NEFT transfer or a Bank Guarantee from Scheduled Banks.
- (15) HLL Bank A/c details as follows:
A/c number: 57007696531
IFSC Code: SBIN0070502
Branch name: New Administrative Complex, Poojappura, Trivandrum
- (16) HLL Lifecare Limited, reserves right to cancel this bid at any point of time without assigning any reason.

**Head (Legal),
HLL Lifecare Limited,
(A Government of India Enterprise)
HLL Bhavan - Corporate Head Office,
Poojappura - PO
Thiruvananthapuram – 695012
Kerala.
Email: legal@lifecarehll.com**

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIT)**CONTENTS**

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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) **“Bidder”** means Bidder/the Individual or Firm submitting Bids/Quotation/e-TEDs.
- (ii) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its e-TED.
- (iii) **“Contract”** means the written agreement entered into between the HLL and the successful bidder, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iv) **“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.
- (v) **“Day”** means calendar day.
- (vi) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (vii) **Margin of purchase preference’** means the maximum extent to which the price quoted by a local bidder may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) **“TE Document”** means e-TED Enquiry Document
- (ii) **“e-TED”** Electronic Tender Enquiry Document.
- (iii) **“GIT”** means General Instructions to Bidders
- (iv) **“SIT”** means Special Instructions to Bidders
- (v) **“GCC”** means General Conditions of Contract
- (vi) **“SCC”** means Special Conditions of Contract
- (vii) **“BG”** means Bank Guarantee
- (viii) **“GST”** means Goods and Services Tax

2. Introduction

2.1 HLL has issued this e-TED document FOR “IMPLEMENTATION OF LEGAL & STATUTORY COMPLIANCE MANAGEMENT AND TRACKING APPLICATION SOFTWARE”.

2.2 This section (Section II - “General Instruction Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by HLL for receipt and opening as well as scrutiny and evaluation of e-TEDs and subsequent placement of contract.

2.3 The Bidders shall also read the Special Instructions to Bidders (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the e-TED and submitting the same to the HLL, the Bidder should read and examine all the terms, conditions, instructions, etc. contained in the e-TED documents.

Failure to provide and/or comply with the required information, instructions etc. incorporated in these e-TED documents may result in rejection of its bid.

3. Language of e-TED/bid

- 3.1 The bid submitted by the Bidder and all subsequent correspondence and documents relating to the e-TED/bid exchanged between the Bidder and the HLL, shall be written in the English language, unless otherwise specified in the e-TED document. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.
- 3.2 The bid submitted by the Bidder and all subsequent correspondence and documents relating to the e-TED/bid exchanged between the Bidder and the HLL, 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 bid etc., the English translations shall prevail.

4. Eligible Bidders

- 4.1 This invitation for e-TEDs is open to all bidders who fulfil the eligibility criteria specified in these documents.

5. Eligible Services

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

6. Bidding Expense

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

B. e-TED ENQUIRY DOCUMENTS

7. Content of E-TED Enquiry Documents

- 7.1 In addition to Section I – “Notice inviting e-E-TED” (E-TED), the TE documents include:
- | | | |
|--------------|---|---|
| Section II | – | General Instructions to Bidders (GIT) |
| Section III | – | Special Instructions to Bidders (SIT) |
| Section IV | – | General Conditions of Contract (GCC) |
| Section V | – | Special Conditions of Contract (SCC) |
| Section VI | – | Scope of Work |
| Section VII | – | Qualification Criteria |
| Section VIII | – | Price bid Format |
| FORM-A | – | Bid Form |
| FORM-B | – | Questionnaire to be filled for minimum eligibility criteria |
| FORM-C | – | Questionnaire (general information of the bidder) |

FORM-D	–	Details of Similar experience in the last three years
FORM-E	–	ACCEPTANCE FORM
FORM-F	–	DECLARATION
FORM-G	–	Bid Security Declaration Form
FORM-H	–	Format for Performance Bank Guarantee
FORM-I	–	Format for Agreement
Appendix A	–	Public Procurement (Preference to Make in India), Order, 2017

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

8. Amendments to e-TED documents

- 8.1 At any time prior to the deadline for submission of bid, HLL may, for any reason deemed fit by it, modify the e-TED documents by issuing suitable amendment(s) to it.
- 8.2 Such an amendment will be notified in by posting in the e-portal / website and will be binding on all the bidders.
- 8.3 In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their bids as per the amendment, HLL may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

9. Clarification of e-TED documents

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

C. PREPARATION OF BID

10. Documents comprising the Bid

- 10.1 The bid shall only be submitted online as mentioned below:
- (i) Technical Bid (Consisting of Techno-Commercial bids with the sealed and signed e-TED enquiry along with the supporting documents as mentioned in the qualification criteria) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.

Note:

- (i) The proof of payment of EMD, in favor of HLL Lifecare Ltd as mentioned in this document and the proof shall be uploaded in the technical bid.
- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Details of Technical bid

Bidders shall furnish the following information along with technical E-TED:.

Sl No.	Criteria	Required Documents
1	Technical Criteria The Bidder must have experience of successful implementation of at least 3 (three) projects on Compliance and/or Litigation Management System, out of which atleast one project shall be a customized Legal Management System in a State or Central Government organizations/ PSUs during the last 3 (three) years in India. Note: a. Last 3 (three) years means Financial Year starting from 1 st April 2022 till the date of closing of receipt of bids.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate or letter from their clients/employers, regarding successful completion of the services
2	Financial Criteria i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 (one) crore. Note: a. Applicable 3 (three) years - FY2021-22, FY2022-23 and FY2023-24	a) Copies of audited financial statements consisting of: (i) Annual Report (ii) balance sheet and (iii) profit and loss statement of the last 3 (three) financial years.
3	Other Criteria	
3.1	The Bidder can be either i) a Company (Private or Public)	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association
3.2	The Bidder should have valid PAN and GSTIN registration	☐ Copy of PAN ☐ Copy of GST registration certificate
3.3	The Bidder should not have been banned/blacklisted by HLL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in this tender document
3.4	EMD amount and Power of Attorney	a) Proof of payment of EMD b) Power of Attorney in favour of the Authorized Signatory of the Bidder.
3.5	Duly sealed and signed - Bid Form	Duly sealed and signed in the given format- FORM-A
3.6	Duly filled, sealed and signed - Questionnaire to be filled for minimum eligibility criteria	Duly sealed and signed in the given format- FORM-B
3.7	Duly sealed and signed - Questionnaire (general information of the bidder)	Duly sealed and signed in the given format- FORM-C

3.8	Duly filled, sealed and signed- Details of Similar experience in the last years	Duly sealed and signed in the given format- FORM-D
3.9	Duly sealed and signed - ACCEPTANCE FORM	Duly sealed and signed in the given format- FORM-E
3.10	Duly sealed and signed - DECLARATION	Duly sealed and signed in the given format- FORM-F
3.11	Duly sealed and signed - Bid Security Declaration Form	Duly sealed and signed in the given format- FORM-G
3.12	The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.	A brief write-up in the bidders company letter head duly sealed and signed by the authorized representative
3.13	The Bidder whose Contract/Agreement with HLL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of HLL in this regard is final & binding on all such entities

10.2 A person signing (manually or digitally) the bid 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 HLL may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

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

10.4 Bid/s sent by fax/telex/cable/e-mail or in any other mode other than specified in this document shall be ignored.

11. Currencies of E-TED/ Contract

11.1 Only in Indian Rupees(INR).

11.2 Any other currency shall not be accepted and are liable to be ignored.

12. Alternative Bids

12.1 Alternative Bids are not permitted.

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to GIT clause, the Bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

14. Documents establishing Service's Conformaation to e-TED document.

- 14.1 The Bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the services offered in the bid fully conform to the requirement of this e-TED document. For this purpose the Bidder shall also provide a clause-by-clause commentary / compliance and other technical details incorporated by HLL in the e-TED documents to establish technical responsiveness of the services offered in its bid.
- 14.2 In case there is any variation and/or deviation between the services prescribed by HLL and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 14.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to HLL in this regard.

15. Earnest Money Deposit (EMD)

- 15.1 Pursuant to GIT clause the Bidder shall furnish along with its bid, earnest money for amount as mentioned in it. The earnest money is required to protect HLL against the risk of the Bidder's unwarranted conducts, if any occurred during the process.
- 15.2 The Bidders who are currently registered and, also, will continue to remain registered during the bid validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department for Promotion of Industry and Internal Trade (DPIIT) certified start-ups shall be eligible for exemption from EMD. In case the Bidder falls in this category, it should furnish copy of its valid registration details (with MSME or DPIIT, as the case may be).
- a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per e-TED.
 - b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
 - c) Start-up identified by DPIIT shall also be eligible for exemption. In case the Bidder falls in this category, it should furnish copy of its certificate issued by the DPIIT.
- 15.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT. The earnest money shall be deposited in the account given in e-TED and a copy of the proof of such transfer shall be uploaded in the bid.
- 15.4 Unsuccessful Bidders' earnest money will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 15.5 Earnest Money is required to protect HLL against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of HLL. The successful Bidder's earnest money will be forfeited without prejudice to other rights of HLL if it fails to furnish the required performance security within the specified period.

16. Bid Validity

- 16.1 If not mentioned otherwise in the SIT, the bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of bid opening prescribed in the

e-TED document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

- 16.2 In exceptional cases, the Bidders may be requested by tHLL to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail / email. The Bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid.
- 16.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for HLL, the bid validity shall automatically be extended up to the next working day.

17. Digital Signing of Bid

- 17.1 The Bidders shall submit their bids as per the instructions contained in GIT. Bids shall be uploaded with all relevant documents in the prescribed format. The relevant documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF BIDS

18. Submission of BIDs

- 18.1 The bid shall be submitted online only.
- 18.2 The Bidders eligible to participate in this tender should fulfill the following Criteria.

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

Sl No.	Criteria	Required Documents
18.2.1	Technical Criteria The Bidder must have experience of successful implementation of at least 3 (three) projects on Compliance and/or Litigation Management System out of which atleast one project shall be a customized Legal Management System in a State or Central Government organizations/ PSUs / Private organization during the last 3 (three) years in India Note: a. Last three (3) years means Financial Year starting from 1 st April 2022 till the date of closing of receipt of bids.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate or letter from their clients/employers, regarding successful completion of the services
18.2.2	Financial Criteria i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 (one) crore. Note: a. Applicable 3 (three) years - FY2021-22, FY2022-23 and FY2023-24	a) Copies of audited financial statements consisting of: (i) Annual Report (ii) balance sheet and (iii) profit and loss statement of the last 3 (three) financial years.

18.2.3	Other Criteria	
18.2.3.1	The Bidder can be either i) a Company (Private or Public)	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association
18.2.3.2	The Bidder should have valid PAN and GSTIN registration	☐ ☐ Copy of PAN ☐ ☐ Copy of GST registration certificate
18.2.3.3	The Bidder should not have been banned/blacklisted by HLL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in this tender document
18.2.3.4	EMD amount and Power of Attorney	a) Proof of payment of EMD b) Power of Attorney in favour of the Authorized Signatory of the Bidder.
18.2.3.5	Duly sealed and signed - Bid Form	Duly sealed and signed in the given format- FORM-A
18.2.3.6	Duly filled, sealed and signed - Questionnaire to be filled for minimum eligibility criteria	Duly sealed and signed in the given format- FORM-B
18.2.3.7	Duly sealed and signed - Questionnaire (general information of the bidder)	Duly sealed and signed in the given format- FORM-C
18.2.3.8	Duly filled, sealed and signed- Details of Similar experience in the last years	Duly sealed and signed in the given format- FORM-D
18.2.3.9	Duly sealed and signed - ACCEPTANCE FORM	Duly sealed and signed in the given format- FORM-E
18.2.3.10	Duly sealed and signed - DECLARATION	Duly sealed and signed in the given format- FORM-F
18.2.3.11	Duly sealed and signed - Bid Security Declaration Form	Duly sealed and signed in the given format- FORM-G
18.2.3.12	The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.	A brief write-up in the bidders company letter head duly sealed and signed by the authorized representative
18.2.3.13	The Bidder whose Contract/Agreement with HLL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of HLL in this regard is final & binding on all such entities

Note:

a. Bidding in the form of a consortium is NOT allowed.

18.2 The Bidders must ensure that they submit the on-line bids within the scheduled closing date & time.

19. Late bids:

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

20. Alteration and Withdrawal of Bid

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

E. BID OPENING

21. Opening of Bids

21.1 The HLL will open the e-Bids through online at the specified date and time and at the specified place as indicated in the NIT.

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

21.2 Bidders, who have submitted Bids on time, may view the details of the Bid opening as per the provisions in the e-portal.

21.3 The Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the e-TED.

F. SCRUTINY AND EVALUATION OF BIDS

22. Basic Principle

22.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the e-TED, based on which bids have been received and the terms, conditions etc. mentioned by the Bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the Bids.

23. Scrutiny of BIDs

23.1 HLL will examine the bids to determine whether they are complete, whether required sureties have been furnished and, whether the documents uploaded are in legible form.

23.2 HLL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence

23.3 The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The bids, which do not meet the basic requirements are liable to be treated as non-responsive and will be summarily ignored.

23.4 The following are some of the important aspects, for which a BID shall be declared non-responsive during the evaluation and will be ignored;

- (i) BID validity is shorter than the required period.
- (ii) Required EMD or its exemption documents have not been provided.
- (iii) Bidder has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC, read with modification, if any, in- "Special Conditions of Contract", for due performance of the contract.
- (iv) Poor/ unsatisfactory past performance.
- (v) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (vi) Bidder is not eligible as per GIT Clauses.

- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the e-TED enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

24. Minor Informality/Irregularity/Non-Conformity

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

25. Qualification Criteria

25.1 Bids which do not meet the required Qualification Criteria, will be treated as non - responsive and will not be considered further.

25.2 HLL reserves the right to relax the Norms on Prior Experience for DPIIT identified Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Ministry of Commerce & Industry.

26. Additional Factors and Parameters for Evaluation and Ranking of Responsive BIDs

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

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that minimum 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a BID, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total bidden value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the BID process or meet the BID requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the BID shall enclose with their BID a copy of their valid registration certificate specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their BID will be liable to be ignored.

Note: If the bidder is an MSME, it shall declare in the bid document the Udyam Registration Number issued to it under the MSMED Act, 2006. If an MSE bidder do not furnish the Udyam Number document along with bid documents, such MSE units will not be

eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

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

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

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

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

(c) If the estimated value of procurement of services is more than Rs.50 lakhs and which are not divisible, the following procedure would apply:

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

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

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

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

26.7 Verification of local content

- a. The local supplier at the time of BID, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crs, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.
- d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. A fees of Rs.10000/- in the form of demand draft favouring CFO (HLL LifecareLimited), payable at Thiruvananthapuram, is required to be deposited with complaints for verification of local content.
- f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

27. Bidder's capability to perform the contract

- 27.1 HLL, through the above process of BID scrutiny and BID evaluation will determine to its satisfaction whether the Bidder, whose BID has been determined as responsive BID is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 27.2 The above-mentioned determination will, inter alia, take into account the Bidder's financial, technical and production capabilities for satisfying all the requirements of the HLL as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its BID as well as such other allied information as deemed appropriate by the HLL.

28. Contacting the HLL

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

G. AWARD OF CONTRACT**29. HLL's Right to accept any BID and to reject any or all BIDs**

- 29.1 HLL reserves the right to accept in part or in full any BID or reject any or more BID(s) without assigning any reason or to cancel the bidding process and reject all BIDs at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

30. Award Criteria

- 30.1 The bid shall be awarded to the lowest bidder, who complied with the qualification criteria.

31. Issue of Contract

- 31.1 Promptly after Letter of Award (LoA), HLL will mail the Agreement format which should be taken in the stamp paper at the bidder cost and submit back to HLL within 7 days of the issuance of LoA, the duly completed and signed Agreement copy.

32. Non-receipt of LoA acceptance, Performance Security and Contract by the HLL

- 32.1 Failure of the successful Bidder in providing LoA acceptance, performance security or contract duly signed in terms of GIT clauses above shall make the Bidder liable for forfeiture of its EMD and, also, for further actions by the HLL against it as per the GCC – Termination of default.

33. Return of EMD

- 33.1 The earnest money of the successful Bidder and the unsuccessful Bidders will be returned to them without any interest, whatsoever, in terms of GIT Clause.

34. Publication of e-TED Result

34.1 The name and address of the successful Bidder(s) receiving the contract(s) can be viewed in the e-portal.

35. Corrupt or Fraudulent Practices

35.1 It is required by all concerned namely the Bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the HLL:

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

SECTION - III

SPECIAL INSTRUCTIONS TO BIDDERS (SIT)

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

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

No Change

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

- 3.1 The patent rights, if any emerged from the work awarded by HLL shall belongs to HLL.

4. Performance Security

- 4.1 Within fifteen (15) days from date of the issue of Letter of award by the HLL, the Successful bidder shall furnish performance security to the HLL for an amount equivalent to 5% of the contract Value. If such Performance Security, is submitted in the form of Bank Guarantee the same shall be in the format given in this tender document and shall be initially valid for Sixty Five (65) months from the date of issue of LoA.
- 4.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely bank Guarantee, Account Payee Demand Draft or direct fund transfer.
- 4.3 In the event of any failure /default of the Successful bidder with or without any quantifiable loss to the HLL, the amount of the performance security is liable to be forfeited.
- 4.4 In the event of any amendment issued to the contract, the Successful bidder shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5. Inspection

- 5.1 HLL reserves the right to inspect the work provided by the successful bidder during the execution period or thereafter.

6. Insurance:

- 6.1 All insurances related to the employees (including third parties, if any) and assets of the successful bidder belong to the risk and cost of the successful bidder.

7. Assignment

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

8. Modification of Contract

- 8.1 If necessary, the HLL may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications.

9. Taxes and Duties

- 9.1 Successful bidder shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the HLL.
- 9.2 Further instruction, if any, shall be as provided in the SCC.

10. Terms and mode of payment**10.1 Payment Terms****10.1.1 Schedule of Payments**

- HLL never entertain any advance payment to the successful bidder
- Project startup expenditure if any shall be borne by the successful bidder
- Payment will be processed and released as per the Payment Terms mentioned in the LoA.
- Final payment will be released only after submission of Project Completion Certificate duly sealed and signed by HLL Authorized representative.
- HLL will not bear any additional Expense other than Finalized Contract Amount at any circumstances.

10.1.2 Milestone of Payments

SI No	Service	Payment terms
1	Completion certificate issued by HLL against fulfilling the Pre-Compliance Requirements and submission of necessary documents.	25%
2	Go-live of the application software complying all the requirements in the scope of work (based on acceptance certificate issued by HLL)	25%
3	After 1 year of go live	10%
4	After 2 years of go live	10%
5	After 3 years of go live	10%
6	After 4 years of go live	10%
7	After 5 years of go live	10%

10.1.3 Penalty:

If the Service provider fails to rectify the issues within 12 hours or system is down for more than 3 hours then necessary penalty will be recovered from the bills of the agency in the following manner:

- For 1st Week @ Rs. 200/- per day for the delayed period.
- For 2nd Week onwards @ Rs. 400/- per day for the delayed period.

Delay in excess of 2 weeks will be sufficient to cause for termination of contract/order. In that case, the Security Deposit of the bidder shall be forfeited. The decision of HLL shall be final and binding in respect of any dispute relating to imposition of penalty. The maximum penalty applicable under the contract will be 10% of the contract value.

11. Termination for default

- 11.1 HLL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL pursuant to GCC.
- 11.2 In the event of HLL terminates the contract in whole or in part, pursuant to GCC, HLL may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to HLL for the extra expenditure, if any, incurred by HLL for arranging such procurement.
- 11.3 Unless otherwise instructed by HLL, the successful bidder shall continue to perform the contract to the extent not terminated.

12. Termination for insolvency

- 12.1 If the successful bidder becomes bankrupt or otherwise insolvent, HLL reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, 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 HLL.

13. Force Majeure

- 13.1 Notwithstanding the provisions contained in GCC clauses, the successful bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the successful bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 13.2 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder'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.
- 13.3 If a Force Majeure situation arises, the successful bidder shall promptly notify HLL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by HLL in writing, the successful bidder 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.
- 13.4 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.

- 13.5 In case due to a Force Majeure event HLL is unable to fulfil its contractual commitment and responsibility, HLL will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

14. Termination for convenience

- 14.1 HLL reserves the right to terminate the contract, in whole or in part for its (HLL's) convenience, by serving written notice of one (one month) on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of HLL. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective. HLL shall not be liable to pay any compensation for such termination.

15. Governing language

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

16. Notices

- 16.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 16.2 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.

17. Resolution of disputes

- 17.1 If dispute or difference of any kind shall arise between the HLL and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 17.2 Arbitration: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations 2023 ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The authority to appoint the arbitrator(s) shall be the India International Arbitration Centre ("IIAC"). (a) The number of arbitrator(s) shall be one (b) The language of the arbitration proceedings shall be English. (c) The place of arbitration proceedings shall be Thiruvananthapuram.

- 17.2 Jurisdiction of the court will be from the place where the e-TED enquiry document has been issued, i.e., Thiruvananthapuram, Kerala, India

18. Applicable Law

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

19 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the successful bidder HLL 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 successful bidder with HLL, 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 HLL, will be kept withheld or retained till the claim arising about of or under the contract is determined by the competent court as the case may be, and the successful bidder will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

20. General/ Miscellaneous Clauses

- 20.1 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 20.2 The successful bidder shall notify HLL of any material change would impact on performance of its obligations under this Contract.
- 20.3 The successful bidder shall, at all times, indemnify and keep indemnified HLL 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 successful bidder /its associate/affiliate etc.
- 20.4 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 20.5 In case of any difference in interpretation of any clauses in the e-TED or in subsequent of any of the contract documents, then the interpretation of HLL shall be considered.
- 20.6 If any provisions of this e-TED enquiry or a contract formed on the basis of this e-TED enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this e-TED enquiry/ contract.
- 20.7 The offered Service or its related procurement, if any shall not be from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.
 - 20.7.1 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.
 - 20.7.2 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.
 - 20.7.3 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.

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

20.7.4.1. 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 percent of shares or capital or Profits of the Company.

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.

20.7.4.2. 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.

20.7.4.3. 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 judicial person, has ownership or entitlement to more than fifteen person of the property or capital or profits of such association or body of individuals.

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

20.7.4.5. In case of a trust, the identification of the 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.

20.7.5. Any agent is a person employed to do any act for another or to represent another in dealings with third person.

20.7.6. 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.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION – VI

SCOPE OF WORK

1. DETAILED SCOPE

The Implementation of web based Legal & Statutory Compliance Management and Tracking Application Software will, inter alia, cover the following –

A) Pre Compliance Requirements:

- I. Strategic analysis of the HLL (Company),
- II. Legal research for identification of
 - a) All applicable laws enacted by Central & State Legislatures.
 - b) All applicable rules, regulations, notifications and bylaws under the Central and State Statutes.
 - c) All applicable Municipal Laws.
 - d) All applicable Statutory provisions and compliances.
- III. Identification of extent of Compliances mandated by those Laws, Rules, Regulations and Bylaws, etc.
- IV. Classification of nature of compliances.
- V. Identification of repercussions of non-compliance of the mandated provisions.
- VI. Identification of repercussions of non-compliance on management and personal liability of officials liable for compliance.
- VII. Preparation of Legal & Regulatory compliance Checklist (unit/ division/business wise) under all applicable laws/Rules/Bylaws/Regulations upon the feedbacks received.

B) Post Compliance Requirements:

- I. Independent periodic review of Compliance Status.
- II. Tracking of developments and changes of all Legislative & Regulatory updates.
- III. Updating industry Rules & Regulations.
- IV. Monitoring exercise on the basis of continuous legal research.
- V. Development of reports, review checklists etc.

VI. Facilitate to bring to the notice of management concerning the instance of non-compliance.

VII. Follow up action report.

VIII. Lay down effective internal control process.

IX. Auto Generation of periodic report of the compliance status and submit it to the Company Secretary on monthly basis.

C) Salient Feature of the Software: Minimum features of the application software but not limited to:

I. Web-based application on Legal Compliance Management and Tracking System with online real-time data and regular updates.

- a. Integration of all units with the system.
- b. Compliance Dashboard-all details at a glance.
- c. Compliance Calendar (Preloaded with all applicable laws)
- d. Reminders by way of Pop-Ups and E-mail/SMS alerts.
- e. e-filing
- f. Generation of e-reports:
 - i. Regular Reports
 - ii. Irregular Reports
 - iii. Non Compliance Reports
 - iv. Consolidated Reports-with reference to all the required Acts/Rules/Regulations/Guidelines, Forms and Checklists.
- g. Internal Legal Audit-Audit trail
- h. Search facility of relevant Laws with reference to Acts, Rules, Regulations and other sublegislations.

II. Real time Legal Compliance data and regular updates.

III. Minimum User Module Requirement:

- a. Department Nodal Officer Module
- b. Unit Head Module
- c. Legal Division Module
- d. CS Module
- e. CMD Module
- f. Administrator Module

There shall be suitable provision for adding more modules as and when required by HLL.

D) Development Technology & Back end Database:

- i) Compatible with all popular Web Browsers.
- ii) Software issues and enhancement requests follow a well-defined process for resolution and consideration in future releases.
- iii) Should be cloud based and shall be accessible from remote areas.

E) Data security & Confidentiality: The Successful Bidder shall provide adequate security checks at various levels to ensure that HLL's data is comprehensively protected from internal and external threats and/or hacking. The Successful Bidder will not make public any of HLL's security policy, practices and procedures, data, the security essentially has been covered as follows:

- a) The firewall perimeter defences include access routers, firewalls, switches and intrusion monitoring tools at network level.
- b) The server and session security includes operating system protection (hardened operating system), application tampering monitoring tools, assurance and verification and server-level intrusion monitoring tools.
- c) The password or the keys for the server are in encrypted format and even the administrator cannot access the data kept on the server. They can only reset the password that too while doing the server formatting.
- d) The application layer security provides tiered access to data and the security of the data on the network has been taken special care by using Secured Server Layer and HTTPS which restricts the possibilities of data hacking on the way.

F) Security level at HLL's place: The Successful Bidder shall provide rights based access to various data to HLL. Accordingly, HLL concerned will determine the sensitivity of information and provide rights to its employees of HLL.

G) The Successful Bidder's access of data of HLL: The Successful Bidder and its staff shall have no access to any data of HLL. However, the Successful Bidder's administrator can have overall control on the total databases. At the Successful Bidder's end, they can have multi levels right system and the overall right only vests with the business head of the Successful Bidder software division. The Successful Bidder should take adequate precautions and undertakings even from such level that they will not have to access to such data or use or share with any person/entity/organization about any data/information of HLL either in course of dealing or at the time of visit or at the time of having access to the files of HLL.

H) Data Backup: The Successful Bidder shall provide the data in soft copy format in a periodicity of every month. Also the Service provider has to make the facility of taking export of the data at any point of time in MS Word or Excel format from the system.

I) General Requirements:

- i) Development Platform: to be informed in the bid document by the bidder
- ii) Tool/Language: to be informed in the bid document by the bidder
- iii) Database: to be informed in the bid document by the bidder
- iv) Hardware: Requirement if any shall be included in the cost
- v) Any licenses of the bidder or any third party service provider cost shall be included in

- the cost. No additional payment shall be entertained after finalization of the contract.
- vi) Free trainings shall be provided to the users.
 - vii) Automatic free upgradation of software during the contract period.
 - viii) The Service Provider shall provide the user manual for all the functionality.
 - ix) Warranty of the software shall be included in the quoted rate for the entire contract period.

J) Transition Requirement:

- i. In the event of failure of Service Provider to render the Services or in the event of termination of contract or expiry of term or otherwise, without prejudice to any other right, HLL at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, HLL shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
- ii. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by HLL, at no extra cost to HLL, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Company or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in the contract.
- iii. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of 5% of the contract value.

2. TIME SCHEDULE:-

Within three (3) months from the date of issue of Letter of Award, the application software shall Go-live.

3. ADDITIONAL REPRESENTATION AND WARRANTIES BY SERVICE PROVIDER:-

- a) Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material, and methods.
- b) Service Provider has the requisite technical and other competence, sufficient, suitable, qualified, and experienced manpower/personnel, and expertise in providing the Services

to the Company.

c) Service Provider shall duly intimate to the Company immediately, the changes, if any in the constitution of Service Provider.

d) Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Services provided by Service Provider to the Company do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party. Also, the Service Provider has not received any notice of violation of any Intellectual Property Right in relation to the Services being provided by the Service Provider under this Agreement.

e) Service provider shall ensure that all persons, employees, workers, and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under the contract have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Company (HLL) as and when requested. Further, the Service Provider agrees and undertakes that upon request by the Company it shall provide information to the Company regarding such third parties engaged by the Service Provider in relation to the Services under this Agreement.

f) Service Provider represents and warrants that its personnel shall be present at the Company premises or any other place as the Company may direct, only for the Services and follow all the instructions provided by the Company; act diligently, professionally and shall maintain the decorum and environment of the Company; comply with all occupational, health or safety policies of the Company.

g) Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Company shall have no liability in this regard.

h) Service Provider agrees that it shall communicate to the Company well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.

i) Service Provider shall ensure confidentiality, integrity, and availability of the Company's information at all times and shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Company, shall be assessed, and managed regularly, to the satisfaction of the Company.

4. EXTENSION OF TIME

4.1 If the Successful Bidder requires extension of time, they shall intimate in writing to HLL within 10 days of the occurrence of such hindrance/delay.

4.2 HLL after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. (The decision of HLL shall be final and binding). Whenever such extension of time is granted, it would be without prejudice to the rights of HLL. Any extension of time granted as stated above shall neither entitle the Successful Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

5. ABANDONMENT OF WORK

That if the Successful Bidder abandons the work for any reason whatsoever or becomes incapacitated from acting as Successful Bidder as aforesaid, t HLL shall forfeit the Bank Guarantee (Decision of HLL shall be final and binding). In such cases the Successful Bidder shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by HLL (Decision of HLL shall be final and binding).

SECTION – VII**QUALIFICATION CRITERIA**

Sl No.	Criteria	Required Documents
1	Technical Criteria The Bidder must have experience of successful implementation of at least 3 (three) projects on Compliance and/or Litigation Management System, out of which atleast one project shall be a customized Legal Management System in a State or Central Government organizations/ PSUs during the last 3 (three) years in India. Note: a. Last 3 (three) years means Financial Year starting from 1 st April 2022 till the date of closing of receipt of bids.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate or letter from their clients/employers, regarding successful completion of the services
2	Financial Criteria i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 (one) crore. Note: a. Applicable 3 (three) years - FY2021-22, FY2022-23 and FY2023-24	a) Copies of audited financial statements consisting of: (i) Annual Report (ii) balance sheet and (iii) profit and loss statement of the last 3 (three) financial years.
3	Other Criteria	
3.1	The Bidder can be either i) a Company (Private or Public)	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association
3.2	The Bidder should have valid PAN and GSTIN registration	▪ Copy of PAN ▪ Copy of GST registration certificate
3.3	The Bidder should not have been banned/blacklisted by HLL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in this tender document
3.4	EMD amount and Power of Attorney	a) Proof of payment of EMD b) Power of Attorney in favour of the Authorized Signatory of the Bidder.
3.5	Duly sealed and signed - Bid Form	Duly sealed and signed in the given format-FORM-A

3.6	Duly filled, sealed and signed - Questionnaire to be filled for minimum eligibility criteria	Duly sealed and signed in the given format-FORM-B
3.7	Duly sealed and signed - Questionnaire (general information of the bidder)	Duly sealed and signed in the given format-FORM-C
3.8	Duly filled, sealed and signed- Details of Similar experience in the last years	Duly sealed and signed in the given format-FORM-D
3.9	Duly sealed and signed - ACCEPTANCE FORM	Duly sealed and signed in the given format-FORM-E
3.10	Duly sealed and signed - DECLARATION	Duly sealed and signed in the given format-FORM-F
3.11	Duly sealed and signed - Bid Security Declaration Form	Duly sealed and signed in the given format-FORM-G
3.12	The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.	A brief write-up in the bidders company letter head duly sealed and signed by the authorized representative
3.13	The Bidder whose Contract/Agreement with HLL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of HLL in this regard is final & binding on all such entities

Note:

1. Notwithstanding anything stated above, the HLL reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the HLL.

2. The HLL reserves the right to visit the office / facilities/ client offices etc to verify the details given by the bidder.

SECTION – VIII

PRICE BID FORMAT

The Bidders shall give their quotes only in the format given in the e-portal.

The quoted amount should include all the expenses whatsoever nature including all direct and indirect expenses, warranty, necessary licenses-including third party licenses, subscriptions etc., hardwares, statutory charges, etc. if not specified otherwise by HLL in the e-portal.

No other conditions or charges shall be mentioned in the price bid. Any conditional price bid will be summarily rejected.

Important:

- I. The price bid shall be uploaded in the place where provision given in the e-portal and not to be mentioned anywhere else.
- II. The Service Provider shall be fully responsible for jobs assigned to them at their own risk and cost only. HLL shall not be liable for any incident, loss or expenses occurred due to any action by the Service Provider.
- III. No other charges will be admissible unless specifically mentioned in the tender document.
- IV. The fees shall be released upon submission of documents as specified in the Letter of Award (LoA)
However, detail documents required for release of payment will be mentioned in the Letter of Award.
- V. The Price bid must be submitted strictly in the format prescribed in commercial Tender & duly filled up in all columns in the given format. If Price bids are submitted in any other format, then it will be summarily rejected.
- VI. Tenders submitted physically or send through direct, fax, cable or email or any other mode other than specified in the mode will not be considered.

Date
Place

Signature, name & address of tenderer.

FORM – A

BID FORM

Date_____

To
HLL Lifecare Limited
.....

Ref. e-TED No. _____ dated _____

We, the undersigned have examined the above mentioned e-TE document, including its amendment/corrigendum(*if any*), the receipt of which is hereby confirmed.

If our BID is accepted, we undertake to perform the services, in accordance with this e-TED document.

We further confirm that, if our BID is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause for due performance of the contract.

We agree to keep our BID valid for acceptance as required in the GIT clause or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this BID up to the aforesaid period and this BID may be accepted any time before the expiry of the aforesaid period.

We further confirm that, until a formal contract is executed, this BID 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 BID you may receive against your above-referred e-TED 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 e-TED, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign BID for and on behalf of

FORM – B**QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA**

Date _____

Sl No.	Criteria	Required Documents	Submitted (mark as yes or no)
1	Technical Criteria The Bidder must have experience of successful implementation of at least 3 (three) projects on Compliance and/or Litigation Management System, out of which atleast one project shall be a customized Legal Management System in a State or Central Government organizations/ PSUs during the last 3 (three) years in India. Note: a. Last 3 (three) years means Financial Year starting from 1 st April 2022 till the date of closing of receipt of bids.	Self-attested copies of a) Relevant contracts or work orders or agreements containing the scope of services; and b) Completion certificate or letter from their clients/employers, regarding successful completion of the services	Yes / No
2	Financial Criteria i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 1 (one) crore. Note: a. Applicable 3 (three) years - FY2021-22, FY2022-23 and FY2023-24	a) Copies of audited financial statements consisting of: (i) Annual Report (ii) balance sheet and (iii) profit and loss statement of the last 3 (three) financial years.	Yes / No
3	Other Criteria		
3.1	The Bidder can be either i) a Company (Private or Public)	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association	Yes / No
3.2	The Bidder should have valid PAN and GSTIN registration	▪ Copy of PAN ▪ Copy of GST registration certificate	Yes / No
3.3	The Bidder should not have been banned/blacklisted by HLL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in this tender document	Yes / No

3.4	EMD amount and Power of Attorney	a) Proof of payment of EMD b) Power of Attorney in favour of the Authorized Signatory of the Bidder.	Yes / No
3.5	Duly sealed and signed - Bid Form	Duly sealed and signed in the given format- FORM-A	Yes / No
3.6	Duly filled, sealed and signed - Questionnaire to be filled for minimum eligibility criteria	Duly sealed and signed in the given format- FORM-B	Yes / No
3.7	Duly sealed and signed - Questionnaire (general information of the bidder)	Duly sealed and signed in the given format- FORM-C	Yes / No
3.8	Duly filled, sealed and signed- Details of Similar experience in the last years	Duly sealed and signed in the given format- FORM-D	Yes / No
3.9	Duly sealed and signed - ACCEPTANCE FORM	Duly sealed and signed in the given format- FORM-E	Yes / No
3.10	Duly sealed and signed – DECLARATION	Duly sealed and signed in the given format- FORM-F	Yes / No
3.11	Duly sealed and signed - Bid Security Declaration Form	Duly sealed and signed in the given format- FORM-G	Yes / No
3.12	The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.	A brief write-up in the bidders company letter head duly sealed and signed by the authorized representative	Yes / No
3.13	The Bidder whose Contract/Agreement with HLL had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of HLL in this regard is final & binding on all such entities	Yes terminated by HLL / Not terminated by HLL

Certified that all the information provided herein is true & correct

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICESEAL)

FORM – C
QUESTIONNAIRE
(GENERAL INFORMATION OF THE BIDDER)

1. Name & Address of the bidder with:
 - (a) Telephone No.
 - (b) E-mail Address
 - (c) Name of contact person
 - (d) Status of the company (Pvt. Ltd / Ltd etc).
 - (e) Specify whether MSE unit
(Attach the copy of MSE registration certificate.)
2. What would be the minimum period required to commence :
the project from the date of confirmed work order/ award?
4. What is your Average Annual Turn Over during the last Three years?
(Copy of P & L and Balance sheet to be attached.)
5. Details of GST registration :-
 - a) GST No. :
 - b) PAN No.:
 - c) Udyam No (if applicable?):
6. Name & Address of your Banker(s) :
 - a) A/c no. & Swift Code:
 - b) Any other details:

.....

Certified that all the information provided herein is true & correct.

PLACE:
DATE :

NAME & SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

FORM – D**DETAILS OF SIMILAR EXPERIENCE IN THE LAST THREE YEARS**

Sl. No	Name of the Project	Name and address of the Client	Duration of project		Year of Completion of Project	Contract Value
			From	To		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Certified that all the information provided herein is true & correct.

PLACE:

DATE :

NAME & SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

FORM – E

ACCEPTANCE FORM

(To be submitted in the letter pad of the firm
indicating full name and address, telephone & e-mail etc.)

From

To

**Head Legal
HLL Lifecare Limited
Poojapura,
Thiruvananthapuram.**

I / We, hereby offer to supply/ work / services as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for 90 days from the date of bid opening prescribed by the HLL.

I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of supply of item required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

FORM – F
DECLARATION

We hereby declare and confirm that:

1. We do not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
2. If at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit to HLL Lifecare Limited.
3. We have never been blacklisted/banned /de-registered/de-barred by any of the Government authorities for preceding years from the date of issue of this e-TED
4. We will abide by all the terms & conditions of the e-TED.
5. We certify that we are offering more than 50% services from India for the services required under this e-Tender and hence falls under the category of ‘Class 1 local supplier’ as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.
6. We hereby confirm that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India or on sub-contracting to contractors from such countries; I hereby certify that we (bidder) is not from such a country or it 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. We hereby certify that we (bidder) fulfil all requirements in this regard and is eligible to be considered. Accordingly, we declare that our company is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.
7. We confirm having read and understood all the instructions, forms, terms and conditions and other requirements of the above e-TED (both expressed and implied) in full and that we agree to abide by all without any deviation.

NAME AND ADDRESS OF APPLICANT
APPLICANT

SIGNATURE & SEAL OF THE

(WITH OFFICE SEAL)

FORM – G

Bid Security Declaration Form

Date:

E-TED No..... Dtd.....

To (insert complete name and address of the HLL)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the e-TED, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the HLL during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on ___ day of _____ (insert date of signing) Corporate Seal (where appropriate)

FORM – H**FORMAT FOR PERFORMANCE BANK GUARANTEE**

Date:

To,
The
HLL Lifecare Limited,
Corporate & Regd. Office,
HLL Bhavan, Poojappura (PO),
Thiruvananthapuram-695012
Kerala

This Guarantee made on this (“Guarantee”) by, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 having registered office at and acting through its Branch Office at (hereinafter called the “Bank / Guarantor”) (Which expression shall include its heirs, successors, administrators and assigns) of the ONE PART, in favour of **HLL Lifecare Limited**, HLL Bhavan, Poojappura P.O., Thiruvananthapuram – 695 012, Kerala (hereinafter called the “HLL” which term shall include its successors, heirs and assigns) of the OTHER PART.

WHEREAS IN CONSIDERATION OF MESSERS. **HLL Lifecare Limited**, (CIN) Corporate & Registered office, HLL Bhavan, Poojappura PO, Thiruvananthapuram – 695012 (Kerala), a Government of India Enterprises (hereinafter called “HLL”) (which expression shall include its successor in business and assigns) having placed an order on **M/s.** (CIN.....) a Agency having its registered office at and its Branch Office at (hereinafter called “The Service Provider”) (which expression shall include executors, administrators and assigns) vide Letter of Award (LoA) No. Dated for against Tender No. dated (LoA hereinafter called “The Order”) (which expression shall include any amendments/ alterations to “The Order” issued by “HLL Lifecare Limited”) for the supply of services for “HLL Life care Limited”.

AND WHEREAS, under the terms of the said Order, “The Service Provider” shall furnish a security amount of **Rs...../- (Rupees only)** for the performance of “The Service Provider’s” obligations and/or discharge of the “The Service Provider’s” liability in connection with the said “Order”; and “HLL Lifecare Limited” having agreed with “The Service Provider” to accept Bank Guarantee for the Security Deposit.

NOW THEREFORE:

1. We, the “**Bank / Guarantor**” hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of **Rs...../- (Rupees only)** and we undertake to pay you, upon your first written demand declaring the Service Provider 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.

2. We, the **“Bank / Guarantor”** further agree that “HLL Lifecare Limited” shall be sole judge whether the said “Service Provider” has failed to perform of fulfil the said “order” in terms thereof or committed breach of any terms and conditions of “The Order” and the extent of loss, damage, cost, charges and expenses suffered or incurred by “HLL Lifecare Limited” on account thereof and we waive in the favour of “HLL Lifecare Limited” all the rights and defences to which we as guarantors and/or “The Service Provider” may be entitled to.

3. We, the **“Bank / Guarantor”** further agree that the amount demanded by “HLL Lifecare Limited” as such shall be final and binding on “The Bank” as to “The Bank’s” liability to pay and the amount demanded and “The Bank” undertake to pay “HLL Lifecare limited” the amount so demanded on first demand and without any demur notwithstanding any disputes raised by “The Service Provider” or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, the **“Bank / Guarantor”** further agree with “HLL Lifecare Limited” that “HLL Lifecare Limited” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said “Order”/ or to extend time of performance by “The Service Provider” from time to time or to postpone for any time to time any of the powers exercisable by “HLL Lifecare Limited” against “The Service Provider” and to forbear to enforce any of the terms and conditions relating to “The Order” and we shall not be relieved from our liability by reason of any such variation or extension being granted to “The Service Provider” or for any forbearance, act or omission on the part of “HLL Lifecare Limited” or any indulgence by “HLL Lifecare Limited” to “The Service Provider” or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. 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 Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

6. It has been agreed between “The Service Provider” and “HLL Lifecare Limited” Bank Guarantee for Security Deposit is valid up to a period of 65 months as per the terms of the Order No..... Dated

7. We, the **“Bank / Guarantor”** further undertake not to revoke this guarantee during its currency except with the previous consent of HLL Lifecare Limited” in writing.

8. We, the **“Bank / Guarantor”** lastly agree that “The Bank’s liability under this guarantee shall not be affected by any change in the constitution of “The Service Provider”.

09. “The Bank” has power to issue this guarantee in favour of “HLL Lifecare Limited, HLL Bhavan, Poojappura PO, Thiruvananthapuram-695012 (Kerala)” in terms of the documents and/or the Agreement/Contract or MoU entered into between “The Service Provider” and “The Bank” in this regard.

10. **Notwithstanding anything contained hereinabove:**

i) Our liability under this Bank guarantee shall not exceed amount of **Rs...../- (Rupees only).**

ii) This Bank Guarantee shall be valid up to being the expiry date of the Guarantee) (Validity Period).

- iii) Further a claim period of **1 year after validity period (claim period)** is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only
- iv) We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand within the validity period of the guarantee or within the claim period, as above.

Bank's Seal -----

FORM – I

FORMAT FOR AGREEMENT

This agreement is made at **Thiruvananthapuram** on the day of 2025

Between

M/s. HLL Lifecare Limited (HLL) (CIN:25193KL1966GOI002621), A Govt. of India Enterprise having its registered office at HLL Bhavan, Poojappura, Trivandrum - 695012, Kerala and represented by (hereafter referred to as the “HLL” which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the First Part.

And

M/s (CIN.....), a firm registered under the and having registered office at and represented by **Shri.** (hereafter referred to as the “**Service Provider**” which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the Second Part.

HLL and Service Provider are hereinafter, where the context so requires is collectively referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS :

HLL has published a tender vide Tender no..... dated for the work at

HLL has selected **M/s** as the Service Provider through an e-tender process, for the work of “.....” and awarded the work, vide Work Order Ref No..... Dated: for a total contract value of **Rs./- (inclusive of GST)** AND

As per the conditions of the Work order parties has to sign an Agreement in the format given in the tender document.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall constitute the contract between the HLL and the Service Provider, and each shall be read and construed as an integral part of the Contract:

(i) This Agreement

(ii) LOA Ref No. dated

(iii) E-Tender document Ref No. dated & E-Tender Id:

3. Performance Security/Security Deposit

Within fifteen (15) days from date of the issue of Letter of award by the HLL, the Successful bidder shall furnish performance security to the HLL for an amount equivalent to 5% of the contract Value. If such Performance Security, is submitted in the form of Bank Guarantee shall be initially valid for Sixty Four (64) months from the date of signing of agreement.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely bank Guarantee, Account Payee Demand Draft or direct fund transfer.

In the event of any failure /default of the Successful bidder with or without any quantifiable loss to the HLL, the amount of the performance security is liable to be forfeited.

In the event of any amendment issued to the contract, the Successful bidder shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

4. Obligation of the Service Provider:

The Service Provider hereby covenants with HLL to execute and complete the Project as per the Letter of Award (LoA) inline with the terms and conditions in the Tender document (Ref No..... dtd.....) and remedy and defects therein in conformity in all respects with the provisions of the Contract.

The Service Provider shall ensure full compliance with tax laws of India and all applicable statutory and legal compliances with regard to the successful execution of this Contract and shall be solely responsible for the same.

5. Payment terms

As per the Letter of Award (LoA) condition

6. Duration of Agreement

This Agreement shall remain in force with effect from and shall be valid till or as extended or terminated earlier, in accordance with the provision of this Agreement or the period is extended through a mutually agreed amendment to the Agreement.

7. Completion period

The software shall be operative within 60 days from the date of issue of Letter of Award (LoA) and thereafter 5 years updation and maintenance.

8. Confidentiality

Service Provider agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly or indirectly disclosed to any person without the written permission of HLL.

9. General Terms & Conditions

All the terms and conditions in the Tender document (Ref No..... dtd.....) shall be part of this agreement.

10. Governing Law and Jurisdiction:

This Agreement shall be governed in all respects by and constructed in accordance with the laws of India.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations 2023 ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The authority to appoint the arbitrator(s) shall be the India International Arbitration Centre ("IIAC").

(a) The number of arbitrator(s) shall be one (b) The language of the arbitration proceedings shall be English. (c) The place of arbitration proceedings shall be Thiruvananthapuram.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Service Provider
SIGNED, SEALED AND DELIVERED

For and on behalf of the HLL
SIGNED, SEALED AND DELIVERED

Signature of the authorized official

Signature of the authorized official

Name of the Service Provider

Name of the official

Stamp / Seal of the Service Provider

Stamp / Seal

in the presence of:

Witness _____

Name _____

Address _____

Witness _____

Name _____

Address _____

APPENDIX – A

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

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

Now therefore the following Order is issued :

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

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

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

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

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

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

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

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

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

..... Contd.p.4/-

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

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

10. Specifications in Tenders and other procurement solicitations:

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

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

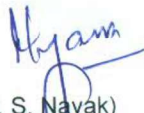
A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry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

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

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


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